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INDEX.

ABANDONMENT.

[See HOMESTEADS AND EXEMPTIONS.]

ABDUCTION.

Prisoner held rightfully convicted of taking female under the age of fourteen out of the possession of her father, although he believed, and her appearance justified the belief, and she told him that she was over that age, 99.

Statute against abduction "for the purpose of prostitution" will not sustain conviction for abduction for the purpose of sexual intercourse, 99.

Statute against abduction of females "of previous chaste character," refers to actual personal virtue, as distinguished from good reputation, 99.

ACCOMPLICE.

[See CRIMINAL EVIDENCE.]

ACCOUNT STATED.

What is an, 16.

ACTION.

Where a statute authorizes a turnpike company to collect its tolls by stopping persons from passing its gates until they have paid the toll, company can not recover such toll by suit, unless a special agreement is alleged and proved, 77.

Against trustee in bankruptcy for maliciously preventing bankrupt's discharge, 261.

What redress has one who has been convicted and served his sentence under a statute afterwards declared unconstitutional? Query, 159. Answers, 159, 220, 259, 279.

ADMIRALTY AND MARITIME LAW.

A firm of material men can not maintain lien on vessel in which a member of the firm owns an interest, 41.

Damage to pier by abandoned ship; liability of owner; act of God, 235.

No lien upon a vessel for the premium for its insurance by the owners for their own benefit, 261.

Construction of United States statutes as to agreements of seamen, 292.

Ship described in charter party as being classed in a particular way, this is not a warranty that she will continue to be or was rightfully so classed, 374.

Undertaking whereby a propeller in consideration of its freight for the carriage of goods, agrees to collect of the consignee advances and charges thereon, and repay them to the party from whom it receives the goods, is a maritime contract, 381.

AGENCY.

Construction of letter from principal to agent in following terms: "I shall feel under many obligations if you will kindly make such sale and purchases of bonds as your good sense dictates" 59.

Directors of company not principals, but intervening agents, and are not liable for fraud of those they employ, 114.

Agreement made by an agent beyond his authority and through compulsion, does not bind principal, 288.

Authority by principal to agent to make conditional subscriptions violated by departure from terms, 295.

When government bound by fraudulent acts of its agents, 334.

Adoption by principal of acts of agents. 336.

Of the revocation of authority of an agent by the death of his principal; article by H. H. Curtis, Esq., 383.

Ratification by principal of unauthorized acts of agent, 398.

AIDING TO ESCAPE,

Indictment for, need not set out the particular felony for which prisoner was confined, 16.

ALLEGATA ET PROBATA.

[See EVIDENCE.]

AMENDMENTS.

[See PLEADING AND PRACTICE.]

Vol. 6—No. 26.

APPEALS AND APPELLATE PROCEDURE.

[As to appeals in Admiralty, see ADMIRALTY AND MARITIME LAW; in Bankruptcy, see BANKRUPTCY; from Justices of the Peace, see JUSTICE OF THE PEACE.]

Imperfect record; appellate court can not consider, 16.

Motion to vacate decree in patent case for collusion; rights of third parties. Cochrane v. Deener, 26.

Affidavits attached to record and not made part of bill of exceptions not considered on appeal, 38.

Appeal in criminal case must show indictment, arraignment, trial and verdict below, 38.

Verdict amended by agreement of counsel, but not appearing in bill of exceptions, will be disregarded on appeal, 38.

Supreme court in criminal cases will examine record although there be no appearance for defendant, 57.

State not entitled to writ of error in criminal cases (Mo.) 57.

No appeal lies from the decision of the probate court setting aside or refusing to confirm a sale made by the assignee for the benefit of creditors, 58.

Findings of fact by the United States Courts belong as fully to the record as the verdict of the jury; no bill of exceptions necessary to bring them upon the record, 76.

A correct judgment will be affirmed though made to rest on erroneous ground in court below. 77.

Appeal from decree granting injunction under Ohio practice, 78.

Requisities of bill of exceptions fully stated, 79.

Re-opening case for newly discovered evidence, 79.

Appeal by party not injured by decree, 94.

In fixing amount of appeal bond, only costs incurred up to that time included, 97.

Supreme court can not revise action of inferior court in granting or refusing a new trial, 133.

Duty of clerk as to certifying to papers sent up on appeal, 136.

When appeal will not lie to supreme court on ground of validity of a statute, 196.

Duty of trial court in making up bill of exceptions; agreement of counsel, 197.

In absence of notice of appeal, rulings of district judge in criminal case can not be reviewed, (Kas.) 197.

Appeal from judgment of foreclosure does not bring up order refusing to modify judgment by striking out items of costs, 197.

Appeal by the state in crimnal cases limited to questions of law (Ind.), 198.

Appeal from probate courts in Massachussetts, 198.

Strictures of the Chief Justice upon the records sent up to the Supreme Court of the United States, 241.

Practice in "case made" under Kansas code, 254.

Time for filing and presenting bill of exceptions (Mass.), 255.

Security required upon writs of error and appeals to United States Supreme Court can not be taken by clerk, 292.

Appeal will not lie from judgment of circuit court sustaining motion to set aside judgment before rendered, 294.

Objection on ground of variance between libel and indictment can not be first made on appeal, 295.

Objection can not be made in upper court to the admitting in evidence of depositions taken unless motion was made in lower court to suppress them. 295.

Appellate court will not reverse action of trial court in refusing to set aside judgment on default, 334.

Office of bill of exceptions and "case made" respectively, 358.

Motion for new trial no part of record and will not be noticed in supreme court, 357.

In equitable action court will review evidence on appeal, 359.

Dismissal of complaint on reversing judgment for plaintiff, 359.

Where interlinations have been made in instruction it should be re-written in bill of exceptions, 396.

Appeal after term limited by statute, 441.

Decree in partition declaring rights of parties and ordering report, a final decree, 498.

ARBITRATION AND AWARD.

[See also PLEADING AND PRACTICE.]

Voluntary appearance of parties before person not duly appointed referee does not give him such power, 18.

One may submit to a reference for another, and will be answerable for the obedience of the other to the award, 136.

A parent or guardian may submit to arbitration for an infant, 136.

ARBITRATION AND AWARD—Continued.

Award *prima facie* binding and conclusive upon the parties, and the burden is on the plaintiff if he seeks to avoid it, 198.

It is the right and duty of the chairman to express his opinion of the law, and it is exclusively within the discretion of each associate arbitrator to decide how far he will rely upon that opinion. Ibid.

It is within the discretion of a majority of the arbitrators to determine how long they will continue the discussion of the case. Ibid.

The fact that two of the arbitrators became excited during the discussion, furnishes no reason for setting aside an award deliberately made by the majority. Ibid.

Award will not be set aside for trival causes, 316.

ARREST.

Exemption from, of witnesses before legislative committee, 58.

ARSON.

Prisoner burning a hole in his cell in order to make his escape not guilty of, 99.

ASSAULT.

Indictment for assault not bad because word "assault" is not used, 38.

Rites of expulsion from a secret society held to amount to an assault and battery, 99.

That alleged injuries were received in a prize fight no answer to an indictment for assault and battery, 99.

Assault with intent to murder; criminal responsibility of one who sets out spring guns, 275.

Disturbance of religious rites no defence to, 459.

ASSIGNMENT.

Who has priority—the assignee of a judgment or the holder of a prior unrecorded deed? Query, 238. Answer, 279.

Wanted. A well considered case holding that the assignee of a chose in action can only recover what he paid. Query, 278. Answers, 319, 388.

ASSIGNMENT FOR BENEFIT OF CREDITORS.

Providing for compounding the indebtedness of firm, void, 418.

Effect of, on creditors included and not, 436.

ATTORNEY AND CLIENT.

Right of old solicitor, on retainer of new one, to keep clients letters and copies of his letters to client, 114.

Court has no power to make a solicitor pay the costs of an action rendered necessary by his mistake or carelessness, 114

Solicitors have no right to look for their costs to a fund in court not belonging to their clients, 195.

Though attorney may retain out of client's money in his hands his reasonable charges, he cannot exact a receipt in full as a condition of paying over, 197.

Communications between, in former action privileged, 275.

Champerty; contract to pay sum of money to attorney out of proceeds of land recovered not champertous, 355.

Contract for specific sum for services; claim to chancellor's allowance, 375.

Assignment of property of client in hands of third person to attorney for services to be rendered valid against attaching creditor, 374.

Meaning of "more than an ordinary fee," 416.

AUDITA QUERELA.

Proceedings in the nature of, 338.

AWARD.

[See ARBITRATION AND AWARD.]

BAILMENTS.

Bailor may maintain action against one who has received property from bailee and tortiously injured it, 118.

An executor is to be charged for assets lost, as a gratuitous bailee, 195.

BANKRUPTCY.

Property in hands of assignee in bankruptcy liable to taxation under state laws, 41.

What is a fraudulent preference under Bankrupt Act, 94.

Meaning of the words "having a reasonable cause to believe the party to be insolvent," in Bankrupt Act, 94.

Policy holders of a mutual life insurance company entitled to vote for trustees and share in profits are "corporators" within § 5122, chap. 6, tile 61, U. S. Rev. Stat., and an adjudication in bankruptcy cannot be made against the corporation without notice to them, 95.

Action on promissory notes; judgment preference, 116.

BANKRUPTCY—Continued.

A firm creditor, holding mortgage security upon the separate estate of one of the partners, may prove his whole debt against the joint estate without valuation or surrender of his security, even though the individual schedules of the partner whose separate estate is thus mortgaged do not show that he owes individual debts. *Re* Thomas &. Sivyer, 151.

Judgment creditors by filing bill within four months of bankruptcy proceedings may obtain lien on lands as against assignee, 156.

Promise relied on to remove bar of discharge in bankruptcy need not be in writing, 177.

Jurisdiction of state courts over suits by assignees, 198.

The word "fraud" in sec. 33 of the Bankrupt Act means *actual* and not *constructive* fraud, 235

Action against trustee in, for maliciously preventing bankrupt's discharge, 261.

Construction of "tradesman" in Bankrupt Act. *Re* Stickney, 265.

Where a firm which became bankrupt had been, as large stockholders, connected with and were the principal officers of a manufacturing corporation not in bankruptcy: *Held*, that such connection did not of itself constitute the bankrupts, merchants or tradesmen. Ibid.

The Bankrupt Act—Its provisions and objects—Should the law be repealed, Article by John F. Baker, Esq., 273.

The effect of, upon pledges, 281.

Proceedings in bankruptcy do not *ipso facto* divest the state court of its jurisdiction, 334 336

Sureties on an appeal bond, given before bankruptcy proceedings were begun, are not discharged by the discharge of the principal debtor. Ibid.

Bill repealing the Bankrupt Act, 360.

Some comments on the proposed repeal of the act, 379, 400

On an appeal by a creditor to the circuit court, under section 4984, of the Revised Statutes, the case is to be reconstructed and issues made up, and the case tried in the same way as a case at law originally brought in the circuit court. Stillwell v. Walker, 406.

Where the the claim is based on a judgment of a state court, obtained against the bankrupt before bankruptcy, an answer which sets up only matters that would have constituted a defense to the original suit, but does not aver any fraud or collusion in the obtaining of the judgment, or any accident or mistake, is not good. Ibid.

It seems that any claim of fraud or collusion in the obtaining of the judgment cannot be set up by answer under section 4984, but must be asserted by bill in an independent suit. Ibid.

What is knowledge of insolvency under bankrupt law, 414.

Effect of discharge on action for false representations, 478.

BANKS AND BANKING.

Answering questions as to the solvency of a person by a cashier not within the scope of his employment, 75.

Note payable to "McMann, cashier," is a note payable to the bank, 95.

Power and authority of bank cashiers; when bank bound by indorsement of, 95.

President, cashier or director of national bank may borrow money of bank, 95.

Purchase by national bank of promissory note, for purpose of speculation, *ultra vires*, 56.

Effect of usury under the National Banking Act. National Bank of Madison v. Davis, 106.

Right of revenue officers to enter bank for the purpose of examining its checks, 113.

Relations between and liabilities of bank and current depositor, 237.

Under the national banking act, a shareholder has the right to make an actual and *bona fide* sale and transfer of his shares to any person capable in law of taking and holding the same, and of assuming the transferrer's liabilities in respect thereto; and, in the absence of fraud, this right is not subject to a veto by the directors or the other shareholders. Johnson, receiver v. Laflin, 124.

Where such a sale of shares is made, and the transfer entered on the books of the bank, the transferrer ceases to be a shareholder, and is freed from liability in respect of such shares. Ibid.

The provision of the national banking act, (Rev. Stat., sec. 5139), that shares shall be "transferrable on the books of the association," construed; and held not to give the directors the power to refuse to register a *bona fide* transfer of stock without some valid and sufficient reason for such refusal. Ibid.

BANKS AND BANKING—Continued.
Branch banks are mere agencies for the principal bank, 433.
Erroneous cancellation of note as paid does not charge bank with receipt of amount, 433.
Construction of U. S. law as to issue of scrip "for a less sum than one dollar," 462.

BAWDY-HOUSE.
[See NUISANCE.]

BEQUESTS.
[See WILLS.]

BIGAMY.
Indictment for, must aver specifically the time and place of the first marriage, and the name of the first husband or wife, 77.
Incomplete record of divorce proceedings in Utah inadmissible to prove that the defendant had been divorced by a court of competent jurisdiction, or that she believed she had been lawfully divorced, 78.
Felonious intent not an element of the crime of, 78.

BILL OF EXCEPTIONS.
[See APPEALS AND APPELLATE PROCEDURE.]

BILL OF LADING.
Endorsement of; delivery, 479.

BILLS AND NOTES.
[See NEGOTIABLE AND ASSIGNABLE PAPER.]

BONDS.
[See OFFICIAL BONDS; MUNICIPAL BONDS.]

BOOK NOTICES.
American Decisions, Vol. 1, Proffatt, 159, Vol. 2, 303.
" Form Book, Sayler, 218.
" Law, Analysis of, Powell, 178.
Analysis of American Law, Powell, 178.
Bankruptcy, Law and Practice in, Blumenstiel, 80.
Bates' Delaware Chancery Reports, Vol. 2, 179.
Baxter's Tennessee Reports, Vol. 1, 139.
Berry's Missouri Appeal Reports, Vol. 2, 419.
Bishop's Law of Contracts, 239.
Blumenstiel on Bankruptcy, 80.
Bump's Constitutional Decisions, 339.
Citations, Federal, Desty, 399.
Coddington's Digest of the Law of Trade Marks, 56.
Coleman's Fearne on Contingent Remanders, 459.
Connecticut Overruled Cases, Sharswood, 257.
Constitutional Decisions, Bump, 339.
Contracts, Law of, Bishop, 239.
Copyright, Law of, Spalding, 257.
Criminal Code of Ohio, Wilson, 218.
" Law, Manual of, Washburn, 359.
" Reports, Hawley, Vol. 1, 98.
Delaware Chancery Reports, Vol. 2, Bates, 179.
Desty's Federal Citations, 399.
Digest English Reports, Moak, 279.
" Evidence, Stephen, May, 15.
" Illinois, Hill, 218.
" Kentucky Reports, Stanton, 15.
" New Jersey Reports, Stewart, 299.
" Ohio, Supplement, Bates, 257.
" Trade Marks, Coddington, 56.
Directory, Legal, Hubbell, 36.
English Reports, Digest, Moak, 279.
Evidence, Stephen on, May, 15.
Federal Citations, Desty, 399.
Fearne on Contingent Remainders, Coleman, 459.
Form Book, The American, Sayler, 218.
Freeman's Illinois Reports, Vol. 82, 439.
Hawley's Criminal Reports, Vol. 1, 98.
Hill's Illinois Digest, 218.
Hubbell's Legal Directory, 36.
Illinois Digest, Hill, 218.
" Reports, Freeman, Vol. 82, 439.
International Review, The, 239, 379.
Jones' Law of Mortgages, 299.
Judicial Sales, Rorer, 500.
Kentucky Digest, Stanton, 15.
Landlord and Tenant, Sloane, 459.
Legal Directory, Hubbell, 36.
" Maxims, Wharton, 257.
Marriage, Studies in Primitive, McLennan, 179.

BOOK NOTICES—Continued.
Maxims, Legal, Morgan, 378.
" " Wharton, 257.
May's Stephen on Evidence, 15.
Missouri Appeal Reports, Vol. 2, Berry, 419.
Moak's Digest English Reports, 279.
Morgan's Legal Maxims, 378.
Mortgages, Law of, Jones, 299.
McLennan's Studies in Primitive Marriage, 179.
National Bank Cases, Thompson, 480.
New Jersey Digest, Stewart, 279.
" " Equity Reports, Vol. 28, Stewart, 139.
Ohio Criminal Code, Wilson, 218.
" Digest Supplement, Bates, 257.
Overruled Cases, Connecticut, Sharswood, 257.
Partnership, Law of, Pollock, 459.
Pollock's Law of Partnership, 459.
Powell's Analysis of American Law, 178.
Proffatt's American Decisions, Vol. 1, 159; Vol. 2, 303.
Reports, Criminal, Hawley, Vol. 1, 98.
" Delaware, Chancery, Vol. 2, Bates, 179.
" Illinois, Freeman, Vol. 82, 439.
" New Jersey Equity. Stewart, Vol. 28, 139.
" Tennessee, Baxter, Vol. 57, 139.
Rorer on Judicial Sales, 500.
Sharswood's Connecticut Overruled Cases, 257.
Sloane's Landlord and Tenant, 459.
Spalding's Law of Copyright, 257.
Stanton's Kentucky Digest, 15.
Stephen's Digest of Evidence, May, 15.
Stewart's New Jersey Digest, 299.
" " " Equity Reports, Vol. 1, 139.
Tennessee Reports, Vol. 57, Baxter, 139.
Thompson's National Bank Cases, 480.
Trade Marks, Digest of, Coddington, 56.
Washburn's Manual of Criminal Law, 359.
Western, The, 378.
Wharton's Legal Maxims, 257.
Wilson's Ohio Criminal Code, 218.

BOOKS OF ACCOUNT.
[See EVIDENCE.]

BREACH OF PROMISE OF MARRIAGE.
[See MARRIAGE.]

BROKER.
Action for commission; defense, 294.

BURDEN OF PROOF.
[See EVIDENCE.]

BURGLARY.
Extent of terms "breaking and entering" as elements of, 161.

CARRIERS.
[See, also, NEGLIGENCE; RAILROADS.]
Delivery to connecting carrier; delivery complete when goods are deposited within control of carrier, 55.
Contract releasing carrier from claims for damage to stock "from whatever cause arising," does not release it from liability for loss resulting from negligence of its servants, 56.
Carrier of animals is excused from liability for such loss only as is caused by the inherent tendencies or qualities of the animals, 56.
Lien for freight lost after delivery of goods to consignee, and carrier can not maintain replevin for goods, although conditions precedent to delivery had not been complied with, 113.
Conditions in receipt limiting liability, 175.
Liability of, for valuables carried by passengers, 201.
Connecting lines; implied obligations, 216.
When consignor may maintain suit against, 295.
Liability of express company for loss on connecting line, 394.

CATTLE.
[See CARRIERS; NEGLIGENCE; RAILROADS.]

CERTIORARI.
[See APPEALS AND APPELLATE PROCEDURE.]

CHAMPERTY.
[See ATTORNEY AND CLIENT.]

CHANCERY.
[See JURISDICTION.]

CHANCERY PRACTICE.

[See PLEADING AND PRACTICE.]

CHARITABLE BEQUESTS.

[See WILLS.]

CHARTER PARTY.

[See ADMIRALTY AND MARITIME LAW.]

CHECK.

[See NEGOTIABLE AND ASSIGNABLE PAPER.]

CHATTEL MORTGAGE.

[See MORTGAGE.]

CHURCH CORPORATIONS.

[See CORPORATIONS.]

"CIVIL DAMAGE" LAWS.

Joint liability of seller of liquor and owner of property in which sale is made, 35.

Intoxicated person killed by locomotive; liability of seller of liquor, 35.

Seller of liquor liable for damages caused by discharge of pistol in hands of intoxicated person, 101.

Judge Davis on the, 180.

Threats and vulgarity directed by the husband to the wife, unaccompanied by physical injury, will not entitle her to recover damages under Iowa statute for injury to her person. Calloway v. Layton, 246.

The words "in person," as used in that statute, mean *in body*. Ibid.

There can be no exemplary damages without actual damage. Ibid.

Where intoxications were separate and distinct, that satisfaction had been made by one seller does not bar action against the other, 255.

COMMON CARRIERS.

[See CARRIERS.]

COMMUTATION OF SENTENCE.

[See PARDONS.]

CONDITIONS.

[See DEEDS.]

CONDUCT OF TRIAL.

[See PLEADING AND PRACTICE.]

CONFESSIONS.

[See CRIMINAL EVIDENCE.]

CONFLICT OF LAWS.

[See PRIVATE INTERNATIONAL LAW.]

CONSTITUTIONAL LAW.

Statute conferring power to sell real estate of ward upon one not the statutory guardian, unconstitutional. Lincoln v. Alexander, with note by A. C. Freeman, Esq., 10.

Legislature may, on the application of a person standing in the position of a trustee, and for a purpose apparently for the interest of the *cestui que trust*, authorize a sale of property of the latter. 10.

Constitutionality of statute prescribing mode of service of process upon corporations, 54.

Kansas statute "to regulate taxation on the change of boundary lines" constitutional, 59.

Sec. 1, art. 11 of the Kansas constitution which provides that "the legislature shall provide for a uniform and equal rate of assessment and taxation" construed, 59.

Validity of state legislation affecting corporate charters, 173.

Construction of the term "due process of law" in U. S. constitution, 252.

Missouri statute prohibiting the bringing into the state of Texas and Mexican cattle between the first days of March and November in each year unconstitutional. Hannibal & St. Joe R. R. v. Husen, 121, 170, with note by G. G. Vest, Esq., 170.

Letter from M. A. Low, Esq., as to this case, 217.

Reply of G. G. Vest, Esq., 238.

Power of a state to enact sanitary laws and enforce police measures, 170.

Under constitution of 1848 legislature cannot exempt from taxation property owned by charitable or religious corporations not directly used in aid of the objects of the corporations (Ill.), 196.

Pennsylvania statute requiring notes given for patent rights to show on their face that they were so given, constitutional, 241.

Certificates of indebtedness issued by the city of Chicago held to be "debts" within the Illinois constitution, and being beyond the legal limit, void. Law v. People, 248.

CONSTITUTIONAL LAW—Continued.

Missouri act prohibiting the conveying of fire-arms into churches and courts, constitutional, 16.

Constitutionality of state legislation affecting statutes of limitation, 21.

Unconstitutionality of laws imposing extra-judicial duties upon the judiciary, 62.

Missouri act authorising the members of the bar present at the time of an application for change of venue in a criminal case to elect a "special judge," constitutional, 96.

Louisiana statute requiring carriers to transport colored persons in the same cars, cabins, etc., as whites, unconstitutional, 102.

The authority conferred on the Senate to try contested elections is not "judicial power" within sec. 1, art. 4 of the Ohio constitution, which requires the judicial power of the state to be vested in the courts, 118.

Law requiring municipal corporations to pay past claims not enforcible on account of irregularities, not retroactive, 133.

Substitution of one remedy for another not unconstitutional. State *ex rel.* Bloomstein v. Sneed, 144.

In modes of proceeding and forms to enforce a contract a state legislature has the control, and may enlarge, limit or alter them, provided that it does not deny a remedy, or so embarrass it with conditions and restrictions as seriously to impair the value of the right. Ibid.

Nebraska statute giving to the owner of live stock "double the value of his property injured, killed or destroyed" on a railroad track, in case the same is not paid within thirty days after demand therefor is made upon the company, unconstitutional. A. & N. R. R. v. Baty, 148.

Constitutional provision requiring corporations other than municipal to be incorporated under general law, not by special act, not violated by an act providing for the incorporation of "slack water navigation companies for the improvement of rivers" in certain designated counties, 155.

Statute allowing set-off, passed after judgment obtained, constitutional, 173.

Defendant convicted of assault and battery on his wife, and sentenced to five years' imprisonment and bond for $500 for five years more; sentence held "cruel and excessive," and therefore unconstitutional, 177.

Tax on corporate franchises constitutional, 217.

Pennsylvania affidavit of defense law constitutional, 281.

Missouri act of March 21, 1868, as to municipal bonds, constitutional, 294.

Party to suit has no vested right in the rules of practice in force at time suit was brought, 295.

Under power given to Congress to regulate commerce between the states, control may be exercised over telegraphs, and state laws in conflict with laws of Congress on the subject are invalid, 301.

Iowa statute making railroad companies absolutely liable for fires caused by locomotives, constitutional, and not void for want of constitutional enactment by the General Assembly, under art. 3, p. 2 §1 of the state constitution. Small v. C. R. I. & Pac. R. R., 310.

A statute (*e. g.*, the act defining the jurisdiction of the superior court of Grand Rapids, Mich., Sess. St., 1875, p. 44, §13) which seeks to give a municipal court jurisdiction, where original process is served within the city, though neither party is a resident, as where service is had anywhere in the county, if plaintiff resides in the city, is unconstitutional and void. Grand Rapids R. R. v. Gray, 347.

Missouri act of March 9, 1872, abolishing offices of circuit and county attorneys, constitutional, 357.

Rebellion; hostile legislation; seizure of property of loyal citizens; government *de facto*, 355.

Taxation by municipality of its own bonds unconstitutional, 373.

The North Carolina statute of August 22, 1868, exempting personal property and the homestead of a debtor from sale under execution, is unconstitutional and void as to debts contracted before its passage. Edwards v. Kearzy, 391.

State may impose special assessments on districts for levee purposes, etc. Boro v. Phillips Co., 409.

CONTEMPT.

Physician refusing to testify as an expert, unless paid for his professional opinion, guilty of, 11; *contra*, 231.

Fraudulent conveyance of husband in anticipation of decree of court for alimony, not a, 498.

CONTINUANCE.

[See PLEADING AND PRACTICE.]

CONTRACTS.

Contracts for the disposition of money or property by chance or by game of hazard, illegal, 18.

CONTRACTS—Continued.

Sale of interest in lottery ticket, after it has drawn a prize, not illegal, 18.

A subscription to a church not a contract, when made at meeting not legally called, 19.

Dependant contracts; when enforced and when not enforcable. Burton v. Shotwell, 31.

Recovery of money paid on incomplete illegal contract, when allowed, 75.

Illegal increase of stock by corporation; stockholder may recover money paid on the first call, having failed to pay the subsequent calls, 75.

Agreement to dismiss an indictment, though private in its nature, as indictment for nuisance, illegal, 177.

Altering terms of written contract without authority; express stipulations and implied promises, 214.

To prevent competition in the carrying trade are against public policy, and void, 215.

A provision in a contract between common carriers that, if improvements are made, or new facilities for transportation brought into play, the shipper shall be denied the advantage, void as in restraint of trade, 215.

Construction of a contract between a railroad and ferry company, 215.

Contracts for the future delivery of cotton not necessarily wagering. Kingsbury v. Kirwan, with note by Silas B. Jones, Esq., 228.

Closing out contract for failure to keep margins good, Ibid.

Effect of illness caused by imprudence as an excuse for the non-fulfillment of contract for personal service, 262.

Several contracts; breach, 298.

A agreed with B to nurse him and his family through an attack of disease then prevailing in B's family. *Held*, the contract meant that A should perform the services till the family should be well, though B or any other member might die in the meantime, 318.

Prevention of completion of contract by failure of party to pay installment, 322.

Defendant, in consideration of $250, acknowledged to have been paid by one B, agreed to receive from B, at any time within six months from the date of the contract, $2,500 in gold coin, and to pay him therefor in current funds, at the rate of $195 in currency for every $100 in coin. The contract declared that B did not contract to deliver in coin, but paid the $250 for the privilege of delivering it or not, at his option. *Held*, that the contract was not void on the ground of being a wagering contract. Bigelow v. Benedict, 324.

Forbearance good consideration for promise to pay debt of another, 338.

Paving contractoo on obtaining the name of lot owner to secure him the contract with the city, agreeing to the price for which he would do the work, can not recover a higher price, 354.

The law of contracts as to dependent and independent agreements examined, and the older cases criticised. King Philip Mills v. Slater, 369.

In contracts for successive deliveries, the vendor can not fail in the earlier deliveries, and still hold the purchaser for the later ones, Ibid.

Contract by school trustee to have lightning-rods placed on a school-house, so as to have them on his own house free, void as against public policy, 378.

Construction of contract to pay a sum of money "when the house is finished," 459.

CONVERSION.

If inn-keeper sells goods upon which he has a lien, the lien is broken, and he is guilty of a conversion, for which the owner of the goods may recover the whole of the proceeds of the sale as damages. Mulliner v. Florence, 308.

CORPORATIONS.

[See, also, ULTRA VIRES.]

Authority of trustees of church corporations, 19.

Where the name of an individual appears on the stock books of a corporation as a stockholder, the presumption of tion is that he is the owner of the stock, 54.

Receipts of dividends conclusive evidence of ownership 54.

When policy holders of mutual life insurance company "corporators," within the meaning of § 5122. ch. 6 title the United States Revised Statutes, 95.

Unless prohibited by statute, an agreement between the incorporators of a company and the directors, by which the former convey to the company property needed for the purpose of its operations, and receive payment therefor in full paid shares of the company, is, in the absence of fraud, binding upon the parties, and such stock is full paid stock. Phelan, Ass. v. Hazard, 109.

CORPORATIONS—Continued.

Whether subsequent creditors of the company can impeach such transaction as respects shares of stock which purport to be full paid shares, when they are in the hands of a subsequent registered transferee for value, and who purchased the same as full paid shares, relying upon the certificates and the records of the corporation that full payment therefor had been received by the company, *quere*. Ibid.

The petition of a creditor of a company which had become insolvent and dissolved was held not sufficient to open an inquiry into the transaction between the corporators and the company as to the value of the property conveyed to the company in payment of shares, with a view to hold a shareowner for the difference between the agreed value and the actual value of the property conveyed, Ibid.

Loan and building associations subject to laws of state regulating interest on money, 119.

Oregon statute providing that if any corporation shall for six months neglect to carry on its business "its corporate power shall cease;" statute not self-executing, and can not be taken advantage of by a private person, 161.

The words "laborers and servants" in statute making stockholders personally liable for their services, held to include a reporter and city editor of a newspaper, 182.

A statute of Colorado provided that foreign corporations should file a copy of the charter, or other evidence of their incorporation, within thirty days after commencing business in the territory, but contained nothing to indicate that this was a condition on which they might continue in business. But it did provide a penalty against the officers for a failure to file such evidence: *Held*, that though the complainant had failed to comply with the statute as to such filing, it was yet capable of taking a mortgage on real estate in the territory, and that no prohibition to continue in business could be implied from these enactments. Northwestern Mut. Life Ins. Co. v. Overholt, 188.

Missouri corporation law; construction of words "shall have perpetual succession," in charter, 215.

Individual liability of officers of corporation for diverting flow of water, 217.

Construction of Ohio statute regulating foreign life insurance companies, 255.

An assignee of corporate stock, who has caused it to be transferred to himself on the books of the company, and holds it as collateral security for a debt due from his assignor, is liable for unpaid balances thereon to the company, 361.

Illegal corporation; winding-up order; liability of past member to contribute, 375.

Forfeiture of franchise of, by failure to fulfill design of its creation, 376.

Corporation created to receive deposits for benefit of depositors to be invested and income divided among them has no shareholders, and profits must be paid to depositors, 476.

Contracts to subscribe to stock subject to the rules as to fraud, 476.

COSTS.

[See PLEADING AND PRACTICE.]

COUPONS.

[See MUNICIPAL BONDS.]

COVENANTS.

[See DEEDS; LANDLORD AND TENANT; VENDOR AND PURCHASER.]

CRIMES.

[See the various special titles.]

CRIMINAL EVIDENCE.

Proof of dying declarations must be confined to the fact of killing, 16.

The examination of accused persons, 22.

Flight as evidence of guilt, 59.

Failure of prisoner while in custody to deny statements made in his presence by a co-defendant, does not create any inference of guilt, 58.

Objections to the examination of accused persons, 81, 338.

Proof on subsequent trial of evidence of deceased witness given on former trial, 97.

What is a dangerous weapon, a question of fact and not of law, 99.

What evidence must consist of in order to exclude reasonable doubt, 136.

Convict not a competent witness in a criminal case, 157.

Error for state to examine witness, and afterwards read in evidence his deposition taken at a preliminary examination, 174.

CRIMINAL EVIDENCE—Continued,

Not competent to prove that certain foot prints did not correspond with the track of the prisoner's brother prisoner not having alleged that his brother committed the offense. 217.

Evidence of separate unconnected felonies. State v. Cowell, 221.

The rule in State v. Cowell discussed. By S. L. Terry, Esq., 403.

Conviction of felony on testimony of insane witness, 299,

Construction of Missouri statute permitting defendant to testify in his own behalf, 334.

The examination of accused persons, 360.

Evidence of connection of prisoner with criminal organization, 395.

Confession not to be rejected because made in presence of prosecutor, 416.

The legal definition of reasonable doubt; article from *Irish Law Times*, 496.

History of the law as to admitting evidence touching the disposition, motives and character of witnesses and prisoners, 500.

CRIMINAL LAW AND PROCEDURE.

[See also, APPEALS AND APPELLATE PROCEDURE, and the various special titles.]

Requisites of affidavit on application for continuance 16.

Waiver of preliminary examination in criminal case, 17.

Prisoner indicted for felony has no right to be personally present at the hearing of a motion for a new trial, and his absence will not invalidate a sentence subsequently passed upon him when present, 61.

"*Curt*" Pratt for "*Curtis*" Pratt, not a fatal variance, 78.

Discharge of jury in criminal case, 79.

"Due diligence" required of defendant on application for continuance in criminal case, 96.

Missouri act authorizing the members of the bar, when an application for change of venue is made, to elect a "special judge," constitutional, 96.

Power of entering *nolle prosequi* belongs to the circuit attorney and not to the court, 99.

What language of prosecuting attorney in addressing the jury will be sufficient to set aside verdict, 99,

Jury may separate after retiring to consult on verdict, if defendant consent, 136.

Effect of retrospective laws mitigating an offense, 141.

Autrefois acquit not good plea where first trial was stopped on account of defect in indictment, 217.

The effect of a plea of *autrefois convict* in another state, 221.

Nolle prosequi no bar to subsequent prosecution, 395.

Burglary and larceny when committed together not a "compound offense" within Iowa criminal code, 415.

Finding by one jury of "mitigating circumstances" does not bind jury in subsequent trial, 422.

Consecutive trials for the same offense. Articles by Dr. Francis Wharton, 443, 463,

Defendants having committed a robbery in Fayette county while traveling to Shelby county as prisoners in charge of an officer, and the property having been recovered from them in the latter county; *Held*, that they were lawfully indicted and tried in the latter county. Margerum v. State, 464.

Conviction for burglary with intent to commit larceny bars subsequent prosecution for same larceny, 478.

Proceedings in error improper in criminal trials (Kas) 437.

Costs in criminal proceedings (Kas.) 437.

CUSTOM.

Person dealing in particular market is taken to deal according to the uniform and known usage of that market; so if he employ agent, 254.

As to presentment of check as excusing drawer, 317.

DAMAGES.

[See also "CIVIL DAMAGE" LAWS; RAILROADS.]

Liability of owner of house used as bawdy house for damages caused to adjoining owners by depreciation of property. Givens v. Van Studdiford, 6.

Railway company occupying another's land without consent or authority; measure of damages, 19.

Measure of, for wrongful dismissal of teacher by school directors, 35.

Measure of damages for land taken; advantages accruing to adjoining but separate tract belonging to the same owner not an element of compensation, 56.

The doctrine of punitory damages criticised, 74.

DAMAGES—Continued.

Purchase under execution issued upon mechanics' lien; refusal of owner to allow premises to be removed; damages, 174.

Measure of, for breach of covenant of warranty, 175.

Measure of, in action for false representations, 175.

An instruction in an action for libel that in fixing the amount of damages to be awarded as compensation to plaintiff for the injury she has sustained "the wealth and standing of defendant might properly be considered," is improper. Storey v. Early, 205.

For breach of contract of hiring, 294.

Measure of, in actions for obstructing light, 321.

Measure of, for failure to deliver shares of stock, 375.

Measure of, on breach of builder's contract to pay for work on house at fixed value, 374.

In libel, counsel fees may be allowed as part of compensatory damages, 417.

Where an attorney is retained for a particular case and does work, and is discharged without fault on his part, the only measure of damages is the price agreed to be paid, 478.

DAYS.

The legal *status* of the twenty-ninth of February, 301.

DECEIT.

[See FRAUDULENT REPRESENTATIONS.]

DECLARATION.

[See PLEADING AND PRACTICE.]

DECLARATIONS.

[See EVIDENCE; CRIMINAL EVIDENCE.]

DEEDS.

[See also MORTGAGES; TRUSTS AND TRUSTEES; VENDOR AND PURCHASER.

Only grantor or his heirs can take advantage of a condition subsequent in a deed, 17.

Entry on or claim to land must be made before commencement of such action. Ibid.

When deed will be reformed in favor of volunteer, 117.

Description of property conveyed in deed, 155.

Acknowledgment of execution of deed; requisites of certificate, 173.

Requisites to delivery of deed, 277.

Formal words unnecessary to constitute a covenant; construction of term "covenant," 292.

Delivery of deed by placing in post-office, 377.

Date of acknowledgment as showing time of delivery, 418.

DEFENSES.

[See PLEADING AND PRACTICE.]

DEMURRER.

[See PLEADING AND PRACTICE.]

DEPOSITIONS.

[See PLEADING AND PRACTICE.]

DESCENT.

Under Wisconsin statute, 136.

DEVISE.

[See WILLS.]

DIRECTORS OF COMPANY.

[See AGENCY.]

DIVORCE.

Children can not set aside divorce of parents on ground of collusion, 35.

Wife receiving alimony during pendency of suit; husband not liable for necessaries furnished wife during such time, 40.

Judgment rendered by Utah court, not having jurisdiction over parties, void, 158.

Wife may maintain action for alimony in Kansas without a previous residence for a year in the state, 158.

Requisites of petition for alimony, 158.

After divorce wife cannot maintain action against husband for assault committed by him upon her during coverture, 301.

Single act of indignity not ground for, 396.

Cohabitation only conditional forgiveness, 396.

Default of defendant, not waiver of full proof of charges, 396.

Alimony at so much a month, alimony "from year to year" under Missouri statute, 396.

Plaintiff must be resident of the state when suit is begun (Mo.), 433.

DIVORCE—Continued.

Wife cannot sustain suit on husband's domicil. Ibid.

Petition must aver jurisdictional facts. Ibid.

Husband sentenced to state prison, wife's right to divorce complete, and he is not entitled to a divorce for her subsequent adultery, 435.

Condonation may be inferred from cohabitation, 458.

Complaint must aver separation of parties, 458.

DOMICIL.

[See also REMOVAL OF CAUSES.]

As affecting contracts of marriage, 1.

Party may change, to diminish taxes; construction of Massachusetts statute as to, 337.

DOWER.

Power given to assignee in insolvency by Ohio Statute to convey real estate assigned does not enable him to extinguish by sale, the inchoate right of dower of the wife of the assignor, in the assigned property, 58.

The nature of the estate of dower; article by Hon. Wm. Archer Cocke, 73.

Effect of ante-nuptial agreement upon "widow's award" in Illinois, 97.

In partnership property, 134.

Of the nature and properties of dower; article by E. Douglas Armour, Esq., 143, 163.

Release of inchoate right of, a valid consideration for conveyance of property to wife, 255.

Of election with regard to dower; articles by E. Douglas Armour, Esq., 344, 365.

Though the right of dower be restricted by statute to those lands of which the husband dies seized, still the right accrues, as by common law, at the marriage; hence wife may, during coverture, release by apt words her dower interest in husband's lands, Atwater v. Butler, 487.

General covenants in a deed, or words which do not necessarily import a release of dower, will not be construed as such release, though the homestead might be expressly waived in the same conveyance. McKinley v. Kuntz, 487.

DRUNKENNESS.

When a good ground of defense in criminal case, 136.

Construction of Massachussetts statute as to, 138.

To enable party to set aside his contract must be excessive and absolute, 294.

DURESS.

Threats by creditor that he will bring suit against party does not constitute, 57.

What does not constitute, 194.

Right to avoid contract for, is personal, 336.

EASEMENTS.

Where one by a written instrument gave another a right, to lay across his land a pipe to convey water from a spring, by laying a pipe of a particular size, the latter fixed the size and was not entitled thereafter to replace it by pipe of a larger size, 36.

Effect of an agreement as to an easement made by grantor in deed of trust after execution of deed, 38.

Extinguishment of; remedy, 256.

Right of way visible to vendee of land; restriction of, to special use existing at time of purchase, 354.

ECCLESIASTICAL LAW.

Denominational connection; doctrinal belief; violation of trust, 195.

ELECTIONS.

Power of senate in Ohio to try contested elections, 117.

EMBEZZLEMENT.

Wrongfully killing and selling animals *ferœ naturæ* by game keeper does not constitute, 195.

Where money is placed in the hands of of another for the purpose of carrying on a joint enterprise, 457.

EMINENT DOMAIN.

Measure of damages for land taken; advantages accruing to adjoining but separate tract belonging to the same owner not an element of compensation, 56,

City taking property for street purposes after payment to owner takes it discharged from lien of previous judgments, 358.

ENTRIES.

[See EVIDENCE.]

EQUITY JURISDICTION.

[See JURISDICTION.]

EQUITY PRACTICE.

[See PLEADING AND PRACTICE.]

ESTOPPEL.

Acceptance of redemption money estops purchaser from denying right of payer to redeem, 18.

Equity will interfere on the ground of fraud and equitable estoppel to prevent parties, by the assertion of a legal right, from interfering with the enjoyment of a right of way granted by parol. Bloomstein v. Clees Bros., 50.

In action against a constable to recover value of a piano attached and sold by him on *mesne* process in a suit against the plaintiff, constable not estopped by his return in that suit, to prove that the former defendant and present plaintiff had no property in the piano, 137.

Where a party gives a reason for his conduct touching anything involved in a controversy, he can not, after litigation has begun, change his ground, and put his conduct upon another and different consideration. Ohio & Miss. R. R. v. McCarty, 287.

Party by moving into house not precluded from defense as to insufficiency of the work, 336.

Admissions made in ignorance of one's rights do not constitute an, 499.

EVIDENCE.

[As to evidence in criminal cases, see CRIMINAL EVIDENCE.]

Allegata et Probata.

In torts, plaintiff need not prove all the allegations of the declaration, but only sufficient to support the charge, 35.

Declaration in action against railroad for killing heifer that the defendant *killed* the plaintiff's heifer sustained by proof that it was wounded by defendant's engine, and that plaintiff afterwards killed it, 279.

Allegation that plaintiff was ousted by due course of law not sustained by proof of eviction by purchase of paramount title, 197.

Books of Account.

Entries in books of bank by third person must be proved by the person making them; if they have died or absconded, what, 77.

Rules as to proof of contents of books of third parties, and especially of bank books, 77.

Day book being admitted in evidence and correctness of entries sworn to, ledger can not afterwards be introduced, 196.

Burden of Proof.

Where it is claimed that statute of limitations was suspended by part payment on note, burden of proof on holder, 98.

On holder of note to explain alterations and erasures, 98.

In actions for negligence, 196.

Declarations.

Of car-repairer of the defendant made after the accident, that car causing accident was not in order, held inadmissible against the principal, the railroad company, 161.

Date of delivery of deed; declarations of former owner in derogation of title, 176.

Of one in possession, cannot be received in support of title, 377.

Of contractor at time of purchase as to use of material not admissible against owner in mechanic's lien suit, 434.

Entries.

Made in course of business, need not be imposed by law to be admissible. Dillon v. Tobin, 283.

Entry of baptism contained in register of church and made by clergyman admissible. Ibid.

Experts.

A physician may be called to testify as an expert without being paid for his testimony, as for a professional opinion, and upon refusal to testify is punishable as for a contempt. *Ex parte* Dement, 11.

Physicians and surgeons cannot be compelled to give professional opinions, as experts, without receiving extra pay for such services, beyond the ordinary witness fees; and upon refusal so to testify, they can not be committed for contempt; whether this rule applies to all classes of experts—*quære*. Buchman v. State, 281.

In action for assault and battery, plaintiff, though not an expert, may testify concerning its effect on his health, 17.

Evidence of engineer, in proceeding for assessment of compensation for taking land, 156.

Expert evidence is competent only when founded on facts within the personal knowledge and observation of the expert, or upon hypothesis of the finding of the jury, 217.

Opinion of expert, as to whether it was prudent to tug three boats abreast, admissible, 235.

EVIDENCE—Continued·
Evidence of, as to value of real estate, 277.
Opinion of witnesses not experts, as to dangerous character of turntable, inadmissible, 397.
Judgments and Decrees.
Records of a bankrupt court in the Northern District of Illinois, authenticated in conformity with the provisions of the bankrupt act, held admissible in an action in the United States District Court in Maryland by the assignee of a bankrupt corporation against a stockholder, for contribution to pay the debts of the company, 54.
Not essential that the record of a judgment should be authenticated, as provided by the act of Congress, passed in pursuance of the federal constitution (art. 4, §1), to render it admissible in the courts of the United States, 54.
The district court of the United States, even out of the state composing the district, is to be regarded as a domestic and not a foreign court, and the records of the court may be proved by the certificate of the clerk with the seal of the court, without the certificate of the judge, 54.
Incomplete record of divorce proceedings in Utah not admissible in Kentucky, in prosecution for bigamy, to prove that defendant had been divorced by a court of competent jurisdiction, or believed so, 78.
Judicial Notice
Of the course of business in the country, 216.
Of new processes facilitating trade, 216.
Law of sister state must be pleaded and proved, 416.
Law and Fact.
In action against school directors by teacher for wrongful dismissal, question of competency of teacher is for jury, 35.
In replevin, where plea is that the property had been levied on by sheriff at suit of creditor, who had already received other property equal in value to judgment debt, issue is for the jury, 115.
Authority of agent, when a question for the jury, 236.
In Missouri, in actions for personal injuries, when the evidence tends to prove negligence on the part of the defendant, contributing to the damage, or when such negligence is conceded, and there is also undisputed evidence of negligence of the person injured or damaged, it seems it is the duty of the court to determine, as a matter of law, whether such negligence of the injured or damaged person contributed to the injury. Harlan v. St. L. K. C. & N. R. R., 229.
Miscellaneous Rulings.
In an action for personal injury, where the extent of the injury is in dispute, the defendant is entitled, on motion, to an order of court for the physical examination of the plaintiff by physicians. Schroeder v. Ch., R. I. & Pac. R. R., 47.
Written answer of bank, verified by the oath of the president, not competent evidence in a proceeding supplementary to execution, to show that the bank has funds of defendant on deposit, 97.
Proof of signature to contract, 118.
Evidence of statutes of another state, 155.
Where, to an action on a policy of life insurance, the defence is that the property was willfully burned by the insured, the rule in civil, and not in criminal cases, as to the *quantum* of proof, applies, 241.
When opinion evidence admissible, 254.
Reports of another state competent evidence of law of that state, 337.
Handwriting; testimony by comparison, 477.
Parol to vary writings.
In action by indorsee of note against indorser and payee, evidence not admissible to show that payee signed in a particular capacity, 276.
Except as between the parties, not competent to show by parol that a recorded bill of sale of chattels, absolute on its face, was a mortgage, 293.
Contemporaneous parol contract admissible, 438.
Parol evidence inadmissible to show that parties intended that wooden castings should be included in the term "tools" used in a fire policy, 499.
Presumption.
Purchaser who examined a house and lot before making the purchase and who found an alley way open and in use presumed to have notice of the reservation of the alley way in the conveyance to his vendor. Burton v. Shotwell, 31.
That person whose name appears on the stock book of a corporation is the owner of the stock, 54.
From indorsement of note in blank by stranger before delivery, that he is a maker or guarantor, 55.
From mere use of turnpike road, promise to pay is not presumed, 77.
EVIDENCE—Continued,
As to contents of letter, 96.
That endorsements on note were made at time and place of its execution, 416.
That the common law prevails in a sister state, 416.
Primary and Secondary.
Bound volumes of Kentucky statutes admissible to prove incorporation of company, 18.
Privileged communications.
Communications which an attorney is precluded by statute from disclosing, client cannot be compelled to disclose against his objection of privilege, 79.
Attorney consulted in regard to suit on note but not employed, subsequently disclosed facts he had learned in the consultation. *Held*, privileged and entitled to protection, 158.
Relevancy.
In action to recover damages for failure to cut and reap plaintiff's grain according to contract, evidence of the worth of wheat at county seat—the nearest market—is relevant, 40.
P sued D for merchandise, claiming that the merchandise was deliverable on the cars at R, the beginning of the railroad route, while D claimed it was deliverable at M, the end of the railroad route. D having received and paid for three car loads denied having received any more. Evidence that only six car loads, in all, had been shipped to D from R to M during the time, and that three of the six were shipped by a party other than P is relevant, 118.
A and B, the plaintiffs, as executors, leased a farm by parol either to N, the defendant, or to one Z. Z occupied the farm during the term of the lease. A testified that a written agreement for the leasing of the farm was signed by himself and Z; that he presented the instrument to the defendant for his signature, but the latter did not sign it; and that he retained the instrument, but was unable to find it. Evidence that the instrument was a lease from A to Z; that it was signed by A and Z; that there was a blank left in it for the signature of a surety for the rent; that it was presented to the defendant to sign as such surety, but he refused to sign it; and that the defendant's name did not appear in the instrument, *held*, relevant, 137,
To prove that the misbehavior of a horse contributed to an accident, evidence that such misbehavior was habitual and proof of instances, relevant, 137.
Issue being whether plaintiffs sold goods to defendant upon her sole credit, that plaintiff had brought and discontinued a suit against defendant and husband jointly relevant, 156.
In a suit to set aside a conveyance as fraudulent, files of the circuit court in certain case showing that at the time of the alleged fraudulent conveyance, suit had been brought against the grantor for damages, relevant, 295.
Witnesses.
The heirs, legatees and grantees who are declared competent witnesses in Ohio code, § 313, are such as derive title from the same person, 39.
Relationship and interest as affecting the credibility of, 60.
Exemption from arrest on civil process of witnesses before legislative committee, 58.
Witness called to impeach another may be himself impeached by showing inconsistent statements made by him, 78,
Rule as to contradicting one's own witness, 136.
Where a witness has testified to the bad character of another witness for truth and veracity, it is proper to ask the impeaching witness whether he would believe the witness whose character is attacked under oath, 293.
Convict a competent witness in civil cases, 296.
Competency of adverse party as a witness where he claims as grantee of deceased person, 296,
Wife acting as agent of husband competent witness as to acts done as such (Wis.), 359.
EXECUTIONS.
[See, also, OFFICES AND OFFICERS,]
Actual possession of standing corn by officer making levy not essential, 158.
EXECUTION SALES.
[See JUDICIAL SALES.]
EXECUTORS AND ADMINISTRATORS.
Exhibition of claim to administrator does not suspend statute of limitations, 16.
Administrator can not recover claim barred against estate, 17.
Claims against decedent estates; practice, 117.
When heirs of decendent may sue for debts, 218.

EXEMPTIONS.

[See HOMESTEADS AND EXEMPTIONS.]

EXPERTS.

[See EVIDENCE.]

EXPRESS COMPANY.

[See CARRIERS.]

EXTRADITION.

The tenth article of the extradition treaty of 1842, between the governments of Great Britain and the United States, impliedly prohibits the trial of fugitives for any other offense than that for which they have been extradited. Com. v. Hawes, 350.

FALSE PRETENSES.

Indictment may charge a false pretense as to a future occurrence, 16.

FALSE REPRESENTATIONS.

[See FRAUDULENT REPRESENTATIONS.]

FERRIES.

Jurisdiction of equity to protect, 139.

FIRE INSURANCE.

Parol waiver by agent of condition in policy before breach, 19.

Right of mortgagee to sue on policy, 19.

Condition in policy; loss caused by petroleum, 54.

Certain property was destroyed by a fire, which was started to carry out the order of a military commander to destroy certain stores. The flames spread, and were communicated through two or three intervening buildings. *Held*, that the loss was caused by an "invasion, insurrection, riot or civil commotion, or of any military or usurped power" within the meaning of the policy, 77.

Construction of clause in policy rendering it void if property be sold or transferred, or change take place in title, 134.

Waiver by company of condition as to occupancy of building on account of knowledge of agent, 137.

Requiring proof of loss after knowledge of breach of conditions a waiver of the breach, 137.

Conditions in policy; construction of words "entire, unconditional and sole ownership," 194.

Where defense to action on policy is that the property was willfully burned by the insurer, the rule in civil, and not in criminal cases, as to the *quantum* of proof applies, 241.

Where there is a provision in a policy of insurance against fire: "Where the property herein insured, or any part thereof shall be alienated, *or in case of any transfer or change of title to the same or any part thereof or any interest therein* without the consent of the company indorsed thereon, etc., etc., this policy shall cease to be binding on the company," and the insured mortgaged the property without the consent of the company indorsed on the policy, he can not recover in case of loss. Sossamon v. Pamlico Ins. Co., 267.

Mortgage; condition to insure; right of mortgagee under policy taken by mortgagor. Stearns v. Quincy Ins. Co., 306.

Construction of contradictory provisions in policy, 316.

Wisconsin statute, providing that the amount of insurance written in the policy "shall be taken and deemed to be the true value of the property at the time of such loss, and the amount of loss sustained," and the measure of damages; in an action upon a policy issued since the statute took effect, the amount of insurance written in the policy is conclusive as to the amount for which the insurer is liable by reason of the loss, even where there is a stipulation that damages shall be assessed according to the market value of the property. Reilly v. Franklin Ins. Co., 326; or that loss shall be settled by arbitration, 395.

Delivery of policy before premium paid; false statement of ownership; insurable interest and waiver, 377.

Representation in policy that property was unincumbered not affected by dower interest of wife, 378.

Estoppel of company by acts of agents and representations, 414.

Phrase in a policy, "whenever a building insured shall become unoccupied," does not mean that the absence of occupants of some of the apartments of a tenement-house, while other apartments are occupied, shall render the building an unoccupied building. Harrington v. Fitchburg, Mut. Fire Ins. Co., 447.

Excessive valuation made in good faith does not avoid policy. Ibid.

Where loss payable to mortgagee, owner has no authority to adjust loss. Ibid.

Where the wife insures property conveyed to her by her husband in fraud of creditors, and it is burnt, the insurance money belongs to her, and is not liable to the creditors of her husband. Bernheim v. Beer, 485.

FIRE INSURANCE—Continued.

Construction of phrase "tools" in policy, 499.

Stipulation in policy against "other insurance" not violated by other insurance which is not legal insurance, 499.

Misrepresentation in application will not avoid policy, if made in good faith, 499.

FIXTURES.

The law of fixtures; its fundamental principles, 431, 455.

FORECLOSURE.

[See MORTGAGE.]

FOREIGN JUDGMENT.

[See PRIVATE INTERNATIONAL LAW.]

FORGERY.

Averment in indictment that forged instrument was a note made by Absom Turner and James C. Orr, etc., for sixty dollars, sixty days after date, etc., is not sustained by proof of a note signed "Absom Turner, J. C. Orr," for $60, "with ten per cent. interest," etc., 96.

Letter of introduction directed to "any railroad superintendent," bespeaking courtesies toward the bearer, not a subject of, 99.

Fictitious decree of a court of another state, got up with intent to deceive, not the subject of forgery under Illinois statute. Brown v. The People, 105.

Instrument to be the subject of forgery must show on its face that, if genuine, it would injure some one, 282.

FRAUD.

Where a defendant is brought within the jurisdiction of the court by a trick, service of process will be set aside. Moynahan v. Wilson, 28.

Where power of attorney to confess judgment is executed by illiterate person, through fraud of party, court will set aside judgment, 196.

Payment made by father to son for former services not fraudulent as against creditors, 461.

FRAUDULENT REPRESENTATIONS.

Honest statements of opinion, however erroneous, as to the solvency or reliability of another, not, 75.

A person who sends animals to a public market, knowing that they are infected with a contagious disease, does not impliedly represent that they are not, so far as he knows, infected with a contagious disease, and is not liable in an action for false representations at the suit of a person who has purchased such animals, and consequently suffered loss. Ward v. Hobbs, 107.

Written misrepresentations do not exclude oral ones, 155.

Action for deceit will not lie for representations of solvency made in an honest belief of their truth, 195.

Representations which are mere expressions of opinion, can not support an action, 298.

As to solvency of another, must be made with knowledge of their untruth, 376.

FRAUDULENT SALES AND CONVEYANCES.

Effect of, upon the right of homestead. Editorial articles, 83, 103; letter from Dorrance Dibbell, Esq., 178.

Party having knowledge of facts sufficient to put prudent man on inquiry, and neglecting to inquire, not a *bona fide* purchaser, 396.

Conveyance set aside on ground of undue influence and misrepresentation, 397.

Where an insolvent debtor purchases property with his own means, and places the title in the name of his wife, equity considers her a trustee *in invitum*, and will fasten a charge upon the property for the payment of his debts. Bernheim v. Beers, 485.

The creditors have no claim upon the rents and profits of the property conveyed to the wife. Ibid.

If the property has been sold by the wife, chancery will lay hold of the proceeds for the benefit of his creditors, Ibid.

GAMING.

Betting upon the result of an election is not, 99.

Indictment for, under Ohio statute, good without stating the names of the persons with whom defendant played, 118.

GARNISHMENT,

Does the Illinois statute in regard to exemptions, in force July 1, 1877, repeal section 14 of the garnishment act? Query 439; answer, 479.

GIFT.

Of check not complete until paid or accepted, 278.

GOVERNOR.

[See also PARDONS.]

GOVERNOR—Continued.

Of Pennsylvania not answerable to the courts for the manner in which he discharges the discretionary duties confided to him; his subordinates and agents answerable only to himself, 82.

GUARANTY.

[See also MUNICIPAL BONDS; SURETIES].

Where holder of paper has given credit to third party upon the recomendation of the cashier of a bank, and debtor is ready at maturity to pay it, but the holder instructs the cashier to give him further time which he accepts, the cashier, though he had rendered himself liable by his recommendation is thereby discharged, 75.

Construction of guaranty for future purchases, 114.

A letter addressed to a lumber merchant in the following language: "Please send my son the lumber he asks for, and it will be all right," is a guaranty that the lumber sold and delivered to the son, at the time of its presentation, will be paid for. But such guaranty is not *continuing*, so as to make guarantor liable for lumber subsequently purchased by the son from the same merchant, 118.

Party whose name appears on the back of a certificate of deposit held as a guarantor, 135.

"Mr. D, please let Mr. Seth and family have whatever they may want for their support and I will repay you the same." *Held*, that D could not recover upon the authority of the letter for services and medicine furnished by a physician employed by him, 138.

How assignable, when incident of note, 477.

GUARDIAN AND WARD.

Statute conferring power to sell real estate of ward upon one not the statutory guardian, unconstitutional. Lincoln v, Alexander, with note by A. C. Freeman, Esq. 10.

A statutory guardian has a power coupled with an interest and not a bare authority, 10.

Guardian's bond not an "instrument for the payment of money" within Wisconsin statute, 476.

HABEAS CORPUS.

Jurisdiction of Probate Courts in Missouri to issue writs of, 101.

A defendant upon whom process has been properly served, and who has been defaulted and arrested on a valid execution, cannot be allowed to show, at the hearing on a writ of *habeas corpus*, that he is not the true defendant whose name he bears. *Re* Gorman, 365.

Duty of governor to surrender fugitive, 377.

HIGHWAYS.

Limit of damages for raising or lowering, 156.

Indian under disability cannot dedicate land for highway, 157.

Mistake as to location; right of adjoining landowner, 376.

HOMESTEADS AND EXEMPTIONS.

Effect of fraudulent conveyances upon the right of homestead. Editorial articles, 83, 103. Letter from Dorrance Dibbell, Esq., 178.

Void deed of homestead may be ratified by wife, when, 113.

Merchandise purchased by merchant for speculation not exempt under Kansas law, 119.

Watches and jewelry manufactured by watchmaker exempt under Kansas law as stock-in-trade, 119.

Homestead may be owned and occupied by husband and wife as tenants in common, 155.

Exemption not allowed on judgment for tort; right of appraisement in such case, 175.

In Colorado, right of homestead is acquired by writing upon the margin of the record of the deed conveying the land to the claimant the word "Homestead." Until that is done no right of homestead exists. Wells v. Caywood, 268.

Abandonment of homestead, construction of Ohio act, 278, 317.

Married woman living with child and abandoned by husband, a "head of a family" within Missouri exemption law, 367.

The product of or increase of exempt property is not necessarily exempt, 362.

Waiver of right to select property as exempt from execution. Wright v. Deyoe, 386.

North Carolina exemption law unconstitutional. Edwards v. Kearzy, 391.

Building used as photograph gallery not exempt as "tools of a mechanic" under Iowa code, 415.

As to engrafting exceptions on statutes of exemption. Letter from D. S. Ordway, Esq., 475.

HOMICIDE.

The Degrees of Murder. Letter from Hon. J. H. Shanklin, 36.

HOMICIDE—Continued.

In a quarrel in a saloon between W. and L., the former drew a pistol and threatened to kill L., but was restrained by a bystander. Afterwards the altercation was continued, when W. struck L. a slight blow on the cheek. L. reached below the counter, seized a soda water bottle, and was in the act of throwing it at W., when W., who had drawn two pistols, holding one in each hand, shot L. with the pistol he held in his left hand, being prevented from using that in his right hand by a bystander. *Held*, that W. was properly convicted of murder in the first degree. State v. Wieners, 70.

Murder and manslaughter at common law defined and distinguished, 70.

Murder in the second degree is the unlawful killing of a human being with malice aforethought, but without deliberation, 70.

The Degrees of Murder—A Review of the Wieners' Case. By Hon. J. H. Shanklin, 92.

Right of self defense does not give right to attack, nor right to provoke a difficulty, 115.

Killing in combat begun by mutual consent, murder, 115.

When on indictment for murder in first degree, defendant is convicted of murder in second, court will not reverse on account of improper instructions as to murder in the first degree, 134.

Self-defense; impression made on bystanders, 176.

Self-defense; threats; instructions, 177.

When prisoner looked through a crack in his house and saw deceased with his arms around his wife's neck, and running round to the door met him and killed him, though killing not done in "the very act," yet prisoner is only guilty of manslaughter, 177.

The death penalty in the United States, 180.

The Relation of Manslaughter to Murder; article by Hon. H. S. Kelly, 183.

Criticism of this article by Hon. J. H. Shanklin, 218.

The Degrees of Murder; articles by Hon. J. H. Shanklin, 222, 242. 263.

If one attempting to commit suicide kills another, though not intending his death, the act is criminal homicide, and, at the least, manslaughter. Com. v. Mink, 488.

HUSBAND AND WIFE.

[See, also, DIVORCE; MARRIAGE.]

"Things in action" not included in the personal property owned by a woman at the time of her marriage which, under Wisconsin statute, continues to be her sole and separate property after marriage, 18.

Married women may maintain replevin for property purchased by her from her husband, 17.

Wife having no children by her last husband entitled to one-third only of his personal estate, if he left children by a former marriage (Ky.), 66.

Power of married woman, in Iowa, to make contracts, 113.

Estate by the curtesy; rights of husband; abandonment, 156.

Deed of land to husband and wife jointly with remainder to survivor; on death of husband the entire property vests in the wife, though she has previously obtained a divorce from her husband, 198.

He who deals with a married woman through the agency of her husband must show affirmatively, when he sues her upon the contract, (1) that the act was within the power delegated; and, (2) that it was in a transaction and for a consideration in respect of which coverture did not disable her. In the absence of evidence that, with her knowledge, the husband had ever before assumed to act beyond the scope of the express power, the scope of his authority must be determined by the instrument conferring it. Nash v. Mitchell, with note by John F. Baker, Esq., 167.

A power of attorney given by a married woman "to make sign and indorse, and accept all checks, notes, drafts, and bills of exchange for her and in her name," is necessarily limited to transactions which, under the statute, she has power to perform. It does not authorize drawing a post-dated check, even for the benefit of the separate estate. Ibid.

The management of her landed property and its income by a married woman is not a separate business within the statute. The power to carry on business conferred by the statute has relation to business pursuits, mechanical, manufacturing or commercial. Ibid.

One suing a married woman must prove every material fact; not only the contract, and that it was made by her or her authorized agent, but that it was a contract she was capable of making. Ibid.

The common law disabilities of a married women are general, and the statute capabilities are exceptional; and he who asserts the validity of her contract must give evidence to bring it within some exception. Ibid

HUSBAND AND WIFE—Continued.

Requisites of complaint to enforce lien on separate property of married woman, 237.

The different classes of contracts of married women possessing separate property and their distinction, 237.

Liabilility of husband for goods bought by wife, 236.

Requisites of certificate of acknowledgment of married woman's deed (Mo.), 256.

Under the laws of Colorado, the wife is as capable of the independent acquisition, enjoyment and disposal of property, real and personal, as if the coverture did not exist. Wells v. Caywood, 268.

The laws affecting this being in the nature of enabling statutes, must be liberally construed. Ibid.

Where a deed of trust is executed to secure a note given to the wife, and the husband is made the trustee in the deed, he can, at a sale under such deed of trust, convey to the wife as fully as to any other person. Ibid.

Charge against separate property of married woman; intention; subscription to stock by her; liability, 277.

Estoppel *in pais* by married woman, 278.

Contracts of married woman at law and in equity, 415.

Wife takes title to real estate subject to infirmities of title, 435.

Husband liable for wife's ante-nuptial debts, (Ohio) 436.

Products of land owned by married woman her separate property, even though husband act as her agent in its management, 439.

Certificate of commissioner to married woman's deed, which omits the words "and having been examined," defective, 478.

Personal property of the wife, in possession of herself and her husband, such as household furniture, becomes in law the property of the husband and subject to his debts, nothing else appearing to show a separate property in the wife, 478,

If a chose in action be the separate property of the wife, and she take and retain possession of it or its proceeds, with her husband's assent, her equity in it is same as if the husband had held it under a parol agreement to keep and invest it solely for her. Ibid.

ILLEGAL CONTRACTS.

[See CONTRACTS.]

IMPROVEMENTS.

When compensation should not be allowed for improvements made by a party in possession, 98.

INCEST.

Attempt to commit, not indictable, 439.

INDIANS.

[See HIGHWAYS.]

INDICTMENTS.

[See CRIMINAL LAW AND PROCEDURE, and the various special titles.]

INFANCY.

Parent not liable for necessaries furnished by brother to sister, who had abandoned his house without his fault, 81.

Liability of infants for torts, 254.

Injury to infant by bite of dog; due care required of infants, 298.

Right of grandfather to custody of infant under agreement, 297.

Action for services by infant; rule of evidence in such case, 297.

Parent making contract with third person, whereby child is to serve him and receive the pay therefor, is precluded from recovery for services of child, 358.

Guardian of infant plaintiff liable for costs of suit, 415.

Erection of house on minor's land not a necessary, 477.

INJUNCTION.

To restrain issue of tax deed, lot having been sold for non-payment of illegal tax, 18.

Jurisdiction of equity to issue injunction in aid of action of trespass, 23.

To restrain assessment of tax certificates on ground of irregularities in assessment and levy will be issued, when, 138.

When courts will inquire into party's motive in making purchase. Edwards v. Allonez Mining Co., 188.

Where a party bought lands on the banks of a stream, with the sole purpose of forcing their re-purchase at a great advance by the proprietor of a costly quartz mill above, in necessary consequence of the operations of which mill large quantities of sand were continually deposited by the stream on the lands below: *Held*, that complainant's motive in purchasing might be inquired into, and that instead of granting an injunction which would sacrifice valuable property, the court would leave complainant to his remedy in damages, Ibid.

INJUNCTION—Continued.

Will lie to prevent trespass by officer, 358.

Will lie to enjoin party from erecting fence in common lane, 375.

Will not lie to restrain sale under trust deed, because holder of note secured owes maker more than amount of note, 433.

INNKEEPER.

[See LIEN.]

INSANITY.

Instruction as to the degree of insanity which will excuse a suicide, and render a company which has insured his life liable, 55.

Insane person can not have question of his insanity inquired into on his own application, 198.

INSOLVENCY.

[See BANKRUPTCY.]

INSURANCE.

[See FIRE INSURANCE; LIFE INSURANCE; MARINE INSURANCE.]

INTEREST.

When compound interest will and will not be allowed, 139.

A note payable at a future day with interest greater or less than six per cent., in which nothing is said about the rate of interest after maturity, will draw six per cent. after that time, 181.

When the rate of interest at the place of contract differs from the rate at the place of payment, the parties may contract for either rate, and the contract will govern. Cromwell v. County of Sac, 209.

Municipal bonds, in Iowa, drawing ten per cent. interest before maturity, draw the same interest, under the law of the state, after maturity, and coupons attached to such bonds draw six per cent. after maturity. Judgments in that state entered upon such bonds and coupons draw interest for the amount due on the bonds at the rate of ten per cent. a year, and upon the amount due upon the coupons at the rate of six per cent. a year. Ibid.

Note for certain sum "with interest at ten per cent." bears interest from date, 434.

On past due principal of written contract allowed at rate contract bore, 477.

INTERPRETATION.

"Ads." on back of affidavit, 196.

"As and for a private residence only and not for any purpose of trade," in covenant in deed, 62.

"Chattel mortgages," in New Jersey statute as to, 381.

"Compound offenses," in Iowa Crim. Code, 415.

"Contract for the payment of money only," in Kansas Code, 138.

"Convicted felon," in libel, 181.

"Corporators," in U. S, Stats (Rev. Stats., ch. 6, title 61 § 5122). 95.

"Covenants," in agreement for sale, 292.

"Crime of drunkenness," in Massachusetts statute, 137

"Cruel and excessive," 177.

"Debt or damages demanded," in Mass. statute, 39.

"Debts," in Illinois constitution, 248.

"Die by suicide," in life policy, 457.

"Due process of law," in U. S. Constitution, 252.

"Entire unconditional and sole ownership," in insurance policy, 194.

"Estate or interest in land," in Minnesota statute, 414.

"Existence and location," 19.

"Felon editor," in libel, 181.

"Filed," in Minnesota statute, 475.

"For a less sum than one dollar," in U. S. Statute, 462.

"For the purpose of prostitution," in Indiana statute concerning abduction. 99.

"For the time being," in Ohio statute, 78.

"Found," in U. S. Judiciary Act, 305.

"Fraud," in Bankrupt Act, 235.

"Head of a family," in Mo. execution act, 357.

"In person," in Iowa civil damage law, 247.

"Instrument for the payment of money only," 476.

"In the last sickness," in Illinois wills act, 421.

"Invasion, insurrection riot, etc.," in fire policy, 76.

"Just claim," in life insurance policy, 55.

"Laborers and servants," 182.

"Lands and tenements of the debtor," in Ohio code, 58

"Loss arising from petroleum," in insurance policy, 54.

"Mailed," in notary's, certificate, 285.

"Material matter," in Mo. act as to perjury, 16.

"Mutuality," in Mo. statute as to set-off, 293.

INTERPRETATION—Continued.
"Other insurance," in policy, 499.
"Practice, pleadings and forms and modes of proceeding," in act of Congress as to federal practice, 7.
"Previous chaste character," in Indiana statute as to abduction, 99.
"Printer," 142.
"Shall cease," in Oregon corporation act, 161.
"Shall have perpetual succession," in corporation charter, 215.
"Similar remedies," in U. S. statute, 261.
"Stock-in-trade," in Kansas exemption law, 119.
"Subservient for burial purposes," 158.
"Things in action," in Wisconsin statute, 18.
"To and from," 215.
"Tools," in fire insurance policy, 493.
" " and implements," in Kansas exemption law, 119.
" " of a mechanic," in Iowa exemption law, 415.
"Tradesman," in bankrupt act, 268.
"Unoccupied," in policy of fire insurance," 447.
"White person," in U. S. naturalization laws, 387.
"Written consent," in Wisconsin statute as to references, 18.

INTER-STATE COMMERCE.
[See CONSTITUTIONAL LAW.]

INTOXICATING LIQUORS.
[See "CIVIL DAMAGE" LAWS; LIQUOR LAWS.]

INTOXICATION.
[See also DRUNKENNESS].
Slight intoxication not sufficient ground for refusing a person passage in a public car., 38.

JUDGES AND LAWYERS.
[See LAW AND LAWYERS; PROFESSIONAL ETHICS.]

JUDGMENTS AND DECREES.
[See also EVIDENCE].
Void judgment may be vacated at any time on motion of defendant without his showing a valid defense, 40.
A judgment rendered in the U. S. Circuit Court has the same lien on the lands of the debtor within the district that is given to the judgment of the state court within the limits of its territorial jurisdiction, 58.
Judgment by confession, entered without knowledge or consent of creditor, void for all purposes, unless ratified by him, 57.
Court has power in absence of statutory enactment to supply records destroyed by fire or other causalty, 101.
Enforcement of judgment after writ of error sued out; construction of Kansas statute, 138.
Acceptance of promissory note satisfaction of judgment though for a less amount than the judgment, 177.
Loaning of money to judgment debtor to be applied to satisfy judgment which is a lien on his land does not transfer lien although so agreed, 216.
Extent of judgments in the United States Courts, 261.
Domestic judgments; impeachment of service of summons and officer's return, Mastin v, Duncan, 328.
Certification of foreign judgments, 358.
Judgment is valid until reversed, and the regularity of its proceedings cannot be inquired into collaterally. *Re* Gorman, 365.
Rule that judgment void as to one is void as to all applies only to judgments at law, 396.
The lien of judgments of federal courts, 401.
Vacating judgments for non-service, 481.

JUDICIAL NOTICE.
[See EVIDENCE].

JUDICIAL SALES.
School fund mortgage sale in Indiana; record necessary to validity, 216.
Action will lie to recover purchase money paid for real estate at sheriff's sale which is set aside for irregularities, 278.
But not for value of improvements. Ibid.
When equity will set aside, 441.

JURISDICTION.
[See also DIVORCE.]
A court of chancery has no power to interfere with the rights of parties *in invitum* by an order directing the consolidation of independent suits. Knight Bros. v. Ogden Bros., 27.
Of police courts in Ohio, 39.
Of equity to interfere on the ground of fraud and equitable estoppel to prevent parties, by the assertion of a legal right, from interfering with the enjoyment of a

JURISDICTION—Continued.
right of way granted by parol. Bloomstein v. Cless Bros., 50.
Of police courts (Mass.) 59.
Of equity to order sale of chattels owned in common, 98.
Courts have jurisdiction, in absence of statute, to supply records destroyed by fire or other casualty, 101.
Of probate courts of Missouri to issue writs of *habeas corpus*, 101.
May be acquired over party by his appearance though service defective, 135.
Can not be had without personal service or appearance after publication notice, 252.
Of the United States Courts when the government intervenes, to look into the grounds on which it intervenes, and the strength of its title; the Arlington estate case, 260.
Of municipal courts in Michigan. Grand Rapids R. R. v. Gray, 347.
That crime is charged in information of which justice has no jurisdiction will not affect crime of which he has jurisdiction, 434.
Of equity to enjoin vexations actions, 481.

JURY.
[See PLEADING AND PRACTICE.]

JUSTICE OF THE PEACE.
Jurisdiction of, in action for breach of personal contract (Kas.), 40.
In justice court verdict should be in writing and signed by foreman; not necessary that all the jurors should sign, 40.
In cases tried without jury, justice may withhold judgment until fourth day after close of trial (Kas), 40.
Power of magistrates in Kansas to require bond to keep the peace without written complaint, 157.
Complaint before, in action of forcible entry and detainer must be verified, 357.
Power of justice to allow amendment (Kas.), 437.

LAND LAW.
Pre-emption of land claimed under Mexican titles, 94.
Construction of Missouri statutes as to swamp lands, 295.
Action for failure of swamp land titles, 338.
Entry on land; when is patent said to be issued? Query, 238. Answers, 279, 299, 338.
Patent for land issued after death of party to heir; what sort of a title has a purchaser at an administrator's sale? Query, 298. Answers, 339, 399.

LANDLORD AND TENANT.
[See, also, NUISANCE.]
Covenant for renewal; effect of continuing in possession after expiration of term, 175.
Tenant holding over; liability for double rent, 197.
Assignment by one of two co-lessors; privity, 215.
The question in an attachment for rent is, not whether the tenant is moving his property, but whether he is moving it so as not to leave enough to secure the landlord; tenant not liable in attachment simply because he is selling part of his crop 237.
Tenant paying rent in advance in improvements has no lien on premises, 254.
Covenant by lessor to repair waste, 292.
To maintain assumpsit for use and occupation, relation of must be shown, 417.

LARCENY.
On indictment under sec. 25, 1 W. S. 450, conviction can not be had under sec. 45 (Mo.), 16.
Possession of recently stolen goods, 38.
If party is authorized to sell property, his subsequent flight and wrongful appropriation of the proceeds will not justify a conviction for, 59.
Wrongful taking of property with intent to conceal it until reward is offered will constitute, 78.
Possession of stolen property as evidence of, 155.
Coffin may after burial, be the subject of, 276.
An attempt to commit, is indictable, 478.

LAW AND FACT.
[See EVIDENCE.]

LAW AND LAWYERS.
[See, also, PROFESSIONAL ETHICS.]
The Chicago Bar Association dinner; Judge Dillon on the Federal Judicial system, 34.
Sketch of the Bar of the United States Supreme Court, 80.
Reminiscences of the Illinois Bar, 140.
Death of Hon. A. S. Johnson, U. S. Circuit Judge, 140.
The value of legal services, 160.
Death of Hon. G. W. Paschall, 180.

LAW AND LAWYERS—Continued.

Attempted assassination of the English Master of the Rolls, 220.
Death of Mr. Thomas Chitty, 220.
Some comments on the jury system, 240, 259.
Two letters of Chancellor Kent, 300.
Sketch of Mr. Justice Hannen, of the English Divorce Court, 320.
An ancient tribunal, 360.
Committal of barrister for contempt of court in New Zealand, 379.
A novel mode of electing judges, 379.
Death of Judge Hoffman, 420.
The "Postman" and "Tubman" of the English Court of Exchequer, 420.
Judge Dillon on "Westminster Hall and the Inns of Court," 500.

LAW BOOKS AND REPORTS.

The reporting of dissenting opinions, 140.
The St. Louis Law Library; a complaint, 177
A Washington Police Court judge's opinion of law journals, 180.
Retirement of Seymour D. Thompson from editorial management of CENTRAL LAW JOURNAL, 181.
"Anonymous" reporting, 200.
Mr. Justice Christian and the Irish Law Reporting Society, 240.
Letter from the editor of "Thompson's Tennessee Cases," concerning their unauthorized issue, 318.
The accumulation of law reports, 320.
Letter from the reporter of the St. Louis Court of Appeals, 457.

LAW REPORTING.

[See LAW BOOKS AND REPORTS.]

LAW SCHOOLS.

[See LEGAL EDUCATION.]

LEAD PENCIL.

[See WILLS.]

LEAP YEAR.

[See DAYS.]

LEASE.

[See also LANDLORD AND TENANT.]
In Kentucky a lease for years is personalty, 98.
Leases for Years Renewable Forever. Article by G. H. Wald, Esq., 203.
Lessor may maintain action for rent against lessee, on express covenant to pay rent during the term contained in lease for nine years renewable forever, though rent accrued after lessee had assigned all his interest and after lessor had accepted rent from the assignee of the term, 356.
Privilege of Renewing Leases. Article by O. F. Bump, Esq., 423.

LEGAL EDUCATION.

The report of the Dean of Harvard Law School, 41.
The examination of students on legal subjects, 41.
The Chicago bar association and written examinations of students, 320.

LEX LOCI.

[See PRIVATE INTERNATIONAL LAW.]

LIBEL.

[See SLANDER AND LIBEL.

LICENSE.

By writing obligatory giving an interest in the property to which it refers is an incorporeal hereditament, and irrevocable except for breach of covenant, 316.

LIENS.

[See, also, ADMIRALTY AND MARITIME LAW; JUDGMENTS AND DECREES; MECHANIC'S LIEN; MORTGAGE; VENDOR'S LIEN.]
Inn-keeper has a lien upon his guest's horses and carriage, as well as upon his guest's personal luggage, for the whole of his bill for the guest's entertainment, and not merely for the keep and care of the horses and carriage. Mulliner v. Florence, 306.

LIFE INSURANCE.

Meaning of "just claim" in policy, 55.
Instruction as to the degree of insanity which will excuse a suicide so as to make the company liable, 55.
When policy holders of mutual life insurance company "corporators" within the meaning of § 5122, ch. 6, title 61, of the U. S. Revised Statutes, 98.
Effect of war on life insurance contracts, 113.

LIFE INSURANCE—Continued.

Effect of representations made on application in a particular case, 113.
Forfeiture of policy; assured misled by circulars of company and statements of local agent; waiver of payment of premium. 119.
No action lies by a life insurance company against a person who had willfully caused the death of one whose life it had insured, 122.
Valid payment of premium a lien on policy, 133.
Set-off of premium note against loss, 137.
Condition in policy that no action should be maintained unless instituted within twelve months of loss, valid, 174.
Construction of Ohio statute regulating foreign life insurance companies, 255.
Conditions in policy; representations made by agent before policy issued; estoppel, 334.
Agent employed to procure insurance has no power after policy delivered to consent to its cancellation, 357.
Construction of "die by suicide" in policy, 457.
What constitutes a life insurance contract in Missouri; co-operative companies held insurance companies State *ex rel.* Beach v. Citizens Benefit Ass., 491.
Policy voidable and not void from failure to pay premium note when due, 498.

LIMITATION.

Exhibition of claim to administrator does not suspend the statute, 16.
Promise to pay debt upon condition does not avoid the statute, unless condition is complied with, 17.
Administrator can not revive claim barred against the estate, 17.
Constitutionality of state legislation affecting statutes of limitation, 21.
Effect of limitation act upon judgment creditor in second action for sale of property, 58.
Where party gives an altered note in payment of a debt, statute does not commence to run until discovery of fraud, 78.
Endorsement of part payment on back of note not sufficient evidence to suspend statute, 97.
When land is owned in common, action for partition exists from date of tenancy; failure to assert rights for 20 years will not bar action, 117.
Adverse possession can not run against remainder man until expiration of life estate, 117.
In equity, when jurisdiction of law and equity concurrent and exclusive respectively, 158.
Bill seeking to have deed declared a mortgage and for an account, a money demand, and must be filed within five years (Ill.), 158.
In case of direct and implied trust, statute applies from time trust is discovered, 158.
An endorsement of payment on a promissory note, where no valuable consideration actually passed, is not by force of an oral agreement, such a payment as will prevent the operation of the statute. Blanchard v. Blanchard, 164.
The effect of the statute of, on actions to enforce trusts; editorial article, 283.
Resulting trusts in Pennsylvania must be enforced within twenty-one years, 292.
Forcible entry does not prevent statute from running against intruder, 294.
On witnessed promissory note, under Massachusetts statute, 417.
In action for recovery of taxes paid by tax sale purchaser, statute runs from date of payment, 434.
In cases not heretofore solely cognizable in courts of chancery, an action for relief on the ground of fraud must be brought within five years after the cause accrues. McGennis v. Hunt (Iowa), 445.
A receipt of payment endorsed by the payee of a joint promissory note is not sufficient to toll the running of the statute of limitations in favor of a promissor not named in the receipt, 457.
Statute does not run till cause of action accrues; several receipts, 457.
Effect of statutes of, upon municipal corporations, 482.
In action to recover possession of land, statute applicable to the lien of a judgment creditor on the land, though the judgment debtor may sell and convey the land with possession to the party setting up the statute. Pratt v. Pratt, 471.
Statute does not begin to run in such case until the land has been sold under the judgment and the purchaser becomes entitled to a deed. Ibid.
As soon as the judgment creditor places himself, by sale and purchase of the land, in a condition that he can bring a suit for the possession, the statute begins to run against him. Ibid.

LIQUOR LAWS.
[See also "CIVIL DAMAGE" LAWS.]
Person prosecuted for selling liquor without license can not defend by showing that it was sold by his wife in a part of the house used by her as a store, 35.
Construction of Ohio law as to sale of liquors to minors, 118.
Liability of husband for sale by wife, 198.
Evidence of use of premises for illegal sales, 198.
Merchant's license does not authorize sale in quantities less than a gallon (Mass.), 256.
In indictment for illegal sales, time not material, 277.
Defendant may show that article sold by him was not intoxicating, 376.
Information for selling liquors; separate offenses, 437.

LOAN ASSOCIATIONS.
[See CORPORATIONS; USURY.]

LOTTERIES.
[See CONTRACTS.]

LYNCH LAW.
The origin of, 310.

MAGISTRATES.
[See JUSTICE OF THE PEACE.]

MALICIOUS PROSECUTION.
Party acting by by advice of counsel, rebuts presumption of malice and want of probable cause, 358.

MANDAMUS.
Court will not grant writ of, where there is no way of enforcing obedience to it, 236.

MANSLAUGHTER.
[See HOMICIDE.]

MARINE INSURANCE.
Partial loss; measure of loss where owner repairs; suing and laboring clause, 96.
Question of seaworthiness of vessel is for jury, 433.

MARITIME LAW.
[See ADMIRALTY AND MARITIME LAW.]

MARRIAGE.
[See also HUSBAND AND WIFE.]
Intermarriage of whites and negroes in Texas, 1.
Domicil as affecting contract of, 1.
Marriage procured by fraud voidable only at election of party defrauded. Tompperts Exrs. v. Tomppert, 66.
Party committing the fraud is bound at the election of the party defrauded. Ibid.
Right to avoid a marriage is personal, and, if not taken advantage of by a party in his life time, can not be exercised by his executors or devisees. Ibid.
Action may be maintained in Indiana for breach of promise of marriage independent of the statute, 97.
Promise to marry need not be in writing, 97.
The action for breach of promise of marriage, and its proposed abolition in England, 200.
Breach of promise of marriage under the civil law, 280.

MARRIED WOMAN.
[See HUSBAND AND WIFE.]

MASTER AND SERVANT.
[See also NEGLIGENCE.]
Willful acts of servants; articles by Levant Brown, Esq., 251, 483.
Willful acts of servants; article by C. H. Barrows, Esq., 412.
Effect of dismissal of servant before expiration of time 435.

MASTER IN CHANCERY.
[See OFFICES AND OFFICERS; OFFICIAL BONDS.]

MAXIMS.
Mobilia sequuntur personam, 119.

MEASURE OF DAMAGES.
[See DAMAGES.]

MECHANICS LIEN.
Purchase under execution issued upon mechanic's lien; refusal of owner to allow premises to be removed; measure of damages, 174.
Misdescription of premises in petition to enforce, 238.
Covenant in building contract, that builder is to keep the building free from mechanics' liens, not broken by the creation of such a lien, due to default of the owner, and if he is indebted to builder, 356.
Notice of, should state that credit has been given, 398.
Lien holder taking notes, lien is lost, 398.

MECHANICS LIEN—Continued.
Sub-contractor cannot make original contractor a party after expiration of time for filing lien, 415.
Good only for materials which actually enter into building, 434.
Though it does not lie against public school building, trustees may contract therefor, 458.

MERCANTILE AGENCIES.
Liability of, for giving false information, 340.

MISTAKE.
Liability for acts committed under. 173.
Bill to reform partnership agreement on ground of, 317.

MORTGAGE.
Of Personalty.
Mortgagee of chattels does not become absolute owner on breach of conditions, 155.
In replevin against mortgagee of chattels who has seized them for non-payment, mortgagor may show that notes secured were usurious, 155.
Mortgage of property not in existence, when valid, 197.
Chattel mortgage and written agreement to govern the same subject-matter between the parties executed contemporaneously must be treated as one contract. Blakeslee v. Morgan, 289.
Chattel mortgage permitting the mortgagor to remain in possession, and to sell and apply the proceeds, or any part of them to his own use, fraudulent and void as against creditors. Ibid,.
Mortgage of chattels, mortgagor remaining in possession, void, 336.
Insufficiency of execution of chattel mortgage, 357.
Mortgage executed on rolling stock, engines, cars, etc., of railroad is a chattel mortgage, 381.
Requisites of affidavit to chattel mortgage under Ohio statute, 436.
Assignee of chattel mortgage given without consideration has no rights superior to mortgagee, 498.
Of Realty.
Effect of agreement by grantor in deed of trust made after execution of deed, as to easement, 38.
One taking a mortgage to secure a pre-existing debt, the time of payment not been extended and no securities being surrendered, cannot set it up as against parties having prior equities, 58.
A mortgagee must include all his notes in one foreclosure suit, otherwise a subsequent action to foreclose will be barred, 78.
Lien of mortgage on property redeemed from sale, 97.
Construction of an assignment of, 116.
Statutory foreclosure of mortgage under power of sale; notice of sale; misnomer, 155.
Mortgage not to be restricted to premises described in deed referred to for description, if instrument contains another clear description embracing more than is described in deed referred to, 297.
Trustee process in Massachusetts; attachment of mortgaged property, 356.
Assumption of mortgage debt; grantee not liable at law to mortgagee, 397.
Power of court to restore mortgage lien discharged through mistake: rights of subsequent lienors. French v. Stone, 405.
Mortgage lien not an "estate or interest in land" within Minnesota statute, 414.

MOTIVE.
When courts will enquire into party's motive in making purchase. Edwards v. Allonez Mining Co., 188.

MUNICIPAL BONDS.
Ordinance of city authorizing issue of bonds to gas works provided company should guarantee their payment; guaranty embraced both principal and interest and protected both city and bondholder, 133.
Where to a municipal bond which has several years to run, an overdue and unpaid coupon for interest is attached, that fact does not render the bond and the subsequently maturing coupons dishonored paper, so as to subject them, in the hands of a purchaser for value, to defenses good against the original holder. Cromwell v. County of Sac, with note, 209.
Municipal bonds payable to bearer are negotiable instruments, and subject to the same rules as other negotiable paper. Ibid,
Missouri act of March 21, 1868, as to, constitutional, 294.
The Supreme Court of the United States having held the "Township Railroad Act" of Missouri constitutional, (Cass Co. v. Johnson, 5 Cent. L. J. 506), it is the duty of the circuit court to follow that judgment, notwithstanding the later decision of the Supreme Court of Missouri in The State v. Brassfield. Foote v. Johnson Co., 345.

MUNICIPAL BONDS—Continued.

Where negotiable commercial securities are issued and negotiated *before* there is any decision by the courts of the state against the validity of the act authorizing their issue, the Supreme Court of the United States does not consider itself bound to follow a *subsequent* decision of the local courts invalidating such securities, but will decide for itself whether, under the constitution and laws of the state, such securities are valid or void. Ibid.

MUNICIPAL CORPORATIONS.

[See, also, NEGLIGENCE.]

Licensing exhibition of wild animals on street liable to owner of horses frightened for damages caused, 35.

No recovery can be had on a *quantum meruit* by a contractor against, 56.

Liability for flooding caused by street improvements, 75,

City not bound by acts of agent in ordering work beyond the terms of its contract with the contractor, 96.

Duty of, as to construction of bridges, 97.

Effect of city charter on general law, 116.

Public right to use a horse railroad track in the streets of a city for vehicles, does not authorize transportation company to use it in competition with the railroad, 139.

Power to appropriate to particular uses land acquired by dedication, 139.

Nature of the use of streets for gas pipes, 176.

Power of cities under the constitution of Illinois to contract indebtedness. Law v. The People, 248.

City of Chicago has no power to provide a fund, by the levy of a tax, to entertain official visitors to the city. Ibid.

Liability of, for *treble* damages (Mo.), 294.

The City of St. Louis gas suit, 332,

Liability of, for injury from surface water on streets, 414.

MURDER.

[See HOMICIDE.]

NATIONAL BANKS,

[See BANKS AND BANKING.]

NATURALIZATION.

A native of China of the Mongolian race is not entitled to become a citizen of the United States under the Revised Statutes as amended in 1875. *In re*, Ah Yup, 387.

A Mongolian is not a "white person" within the meaning of the term, as used in the naturalization laws of the United States. Ibid.

NEGLIGENCE.

[See also CARRIERS; MASTER AND SERVANT, ETC.]

Contributory Negligence.

Party riding on pilot engine guilty of, and cannot recover for injury received while there. Balt. & Pot. R. R. v. Jones, 45.

General rule as to, in Illinois, 97.

Neglect of engineer of train to sound whistle does not excuse neglect of party crossing track to take precautions. C. R. I. & P. R. R. v. Houston, 132; same, 175.

In party driving too near the edge of a defective highway, 138.

Failure of woman to hold on to straps in street car not, 162.

Not negligence *per se* to expose elbow from window of street car, 335.

In a crowded city where there are many tracks the same increased care is required of the public as of the company. Harlan v. St. L., K. C. & N. R. R., 229.

Duty of court to determine as matter of law, the effect of contributory negligence of plaintiff. Ibid.

Party acting under the direction of company's servant not guilty of, 236.

Riding in caboose car not contributory negligence, 401.

The negligence of the driver of a private carriage will prevent a recovery by an injured passenger. Prideaux v. City of Mineral Point, 428.

Land owner permitting partition fence to remain out of repair, whereby his stock are injured by railroad, guilty of, 436.

Duties of pedestrians in streets of cities, 458.

In general.

Liability of owner of dangerous animals; that plaintiff was unlawfully on defendant's land will not defeat action, 157.

Action against sheriff for negligence in suffering process to be altered, 217.

Liability of safe deposit company for loss of bonds deposited with it, 221.

No recovery can be had for accident caused by the accidental breaking of a tool in the hands of another, 256.

NEGLIGENCE—Continued.

Negligence in leaving glass exposed on the lower floor of a building when workmen are employed overhead, 256.

Negligence in crossing street, 317.

Landowner leaving abandoned tank open on his land not liable to owner of trespassing cattle which fall therein and are drowned, 338.

One whose dog trespasses on another's land and kills domestic animal liable, 359.

Collateral securities; negligence of holder in not collecting when due, 417.

Lessee bound by lease to keep up fences not liable for injury to cow caused by its swallowing wire from defective fence, 421.

Negligence in leaving blanks in promissory note, 434.

Master and Servant.

Injury to servant through incompetence of fellow-servant; insufficiency of the number of servants employed; use of dangerous machinery, 16.

Servant knowing dangerous character of his work and continuing in the employment, presumed to have assumed the extra risk, 19.

Not error to refuse to instruct that "if the servant had, in the course of his employment, sufficient opportunity to know the *general position* of the dangerous object, he was charged with knowledge of its dangerous character." Ib.

Laborer employed by railroad company to build culvert and superintendent in charge of the work, not fellow-servants, and company liable for injury to former caused by negligence of latter, 60.

General rule as to liability of master for injury to servant, 117.

Where master employs competent men to take charge of the erection of a building, he is not liable if a fellow-workman, not under his superintendance, select a defective put-log, by the breaking of which plaintiff was injured, 255; same rule 298.

The terms "fellow-workman" and "fellow-servant," discussed, 280.

Liability of master to servant; defective appliances, 275.

Independent employment; master not liable, 401.

Municipal Corporations.

Liable for flooding caused by street improvements, 75.

Not liable for injuries caused by the negligence of firemen, when, 120.

Liable for willful negligence of policemen in making arrests on charge of felony, 12.

Contractor and not city liable for negligence of employee in building sewer, 354.

Liability of municipal corporations to owners of property destroyed by fire. Tainter v. City of Worcester, 408.

County not liable for negligence in repairing county road, 434.

Railroad Companies.

The Liability of Railroad Companies in Missouri for Killing Stock. Articles by Hon. H. S. Kelly, 23, 43.

Contract relieving railroad from claims for damage to stock, "from whatever cause arising," does not release it from liability for loss resulting from the negligence of its servants, 56.

Oil train thrown from track by landslide, negligence of company not proximate cause of the destruction of plaintiff's house several hundred feet distant from burning oil which floated down the stream, 95.

Neglect to sound whistle does not excuse neglect of party to take precautions. C. R. I. & P. R. R. v. Houston, 132.

In action for killing stock, previous demand necessary (Kas.), 157, 357.

Killing stock; evidence of comparative value of animal killed inadmissible, 157.

Liability of, for injury to person traveling on free pass. Grand Trunk R. R. v. Stevens, 207.

Liabilty of, for killing estrays, 237.

Construction of Missouri statutes as to killing stock, 277.

Not liable for injury caused by unauthorized running of engine by yard-master, 294.

Under section 1289, of the Iowa Code, a railway company is absolutely liable for all damages by fire set out or caused by operating its road, without regard to the question of negligence. Small v C. R. I. & P. R. R. 310.

Criticism of this ruling, 341.

In an action for loss of elevator burned by fire caused by the locomotive of the defendant communicating sparks to another elevator near its track, from whence the fire spread to the plaintiff's building: *Held*, that the fire from the defendant's locomotive was the proximate cause of the loss. Ibid.

NEGLIGENCE—Continued.

Where child of two years old was walking on the track of a railroad as the train backed towards it, and no one on the train saw the child till after the accident, but if some one on the train had been on the look-out, the accident might have been avoided, the company is liable in damages for running over the child, 317.

Joint user by two railway companies of station property of one; negligence of fellow-servant, 355.

Duty of company toward domestic animals on track of railroad through fault of owner, 374.

Speed of train and defects in track as evidence of negligence, 377.

Want of care in manufacture of cars, 377.

Not liable for frightening animals by locomotives, even if they kill themselves in consequence, 416.

Driver of street car is not bound to regulate his speed at such a rate as may be necessary to avoid harm to persons crossing the road in an unreasonable and improper manner. It is as much the duty of persons crossing the street to look out for vehicles, as it is of the driver to look out for those crossing the road. Meyer v. Lindell R. R., 425.

Passenger injured through negligence of, may sue upon the contract or in tort, 436.

In causing fires, only liable for negligence, 498.

NEGOTIABLE AND ASSIGNABLE PAPER.

Promissory note made payable to a particular person or order, and first endorsed by third party; circumstances under which such third party will be held to be an original promisor, guarantor, or indorser, respectively, 54.

Where endorsement is made in blank by a stranger before delivery, he *is prima facie* liable as maker or guarantor, 55.

Where one is held as promisor or second indorser, it is not necessary to allege or prove any other than the original consideration; but if it is intended to hold him as guarantor, a distinct consideration must appear, 55.

Purchase of promissory note by national bank for purpose of speculation *ultra vires*, 56.

Note signed "St. Louis Marble Co., by James Givens, pres't, James Givens, I. V. W. Dutcher," is not *prima facie* a joint undertaking. Givens v. Merchants Nat. Bank, 65.

Knowledge of fact that note is past maturity, and no presentment has been made or notice given to indorsers, requisite in order to make good a waiver of such fact by a promise of an indorser to pay the note. Givens v. Merchants National Bank, 65.

Non-residence of parties when cause of action accrued and suit was brought, not a good plea in abatement in suit on promissory note by endorsee against endorser, 65.

Warehouse receipts are negotiable and transferable by endorsement in blank. Cochran v. Rippy, 88.

Party writing his name on back of note of which he is neither payee nor endorser, is treated as a maker, 134.

Innocent purchaser of note entitled to recover its full value from maker, 155, 209.

Note in hands of *bona fide* holder not affected by separate written agreement, 175.

Promissory note; rights of sureties, 176.

Promissory note; indorsers; contribution, 176.

Slight failure of consideration no defense to suit on promissory note, 196.

Municipal bonds payable to bearer are negotiable instruments, and subject to the same rules as other negotiable paper. Cromwell v. County of Sac, 209.

Note payable in merchandise not negotiable, 253.

Mere signature of drawee's name on bill of exchange not sufficient acceptance under English statute, 433.

Effect of a subsequent endorsement by an endorsee to his endorser. Howe Machine Co. v. Hadden, 446.

Several promissory notes were executed by one H to G, who assigned the same by indorsement to F. F afterwards assigned them by indorsement to G, who assigned them to plaintiff. *Held*, that F's liability as between himself and G being extinguished, the plaintiff, as G's indorsee, could not recover of F. Ibid.

Where a banker makes use of the public mail in forwarding a note for collection, and, through interference or neglect, the letter containing the note is not delivered to the receiving bank, it does not excuse the endorser, though the interference was caused by the postmaster's knowledge that thereceiving bank had failed, and the postmaster believed he was doing the forwarding bank a favor by returning the letter. Pier v. Heinrichshofen, 285.

Alteration of note from payable "to order" to "to bearer" material, 318.

Note altered by trespasser valid as originally written, 318.

Effect of endorsement of note before delivery, 356.

NEGOTIABLE AND ASSIGNABLE PAPER—Continued.

Memorandum on note "25,000 F. & L. R. R. bonds as collateral" not notice to plaintiff of agreement between principal and surety that he would pledge the bonds named as security for the note, 356.

When days of grace are not allowed upon a negotiable promissory note (as in Alabama in some cases), the day of maturity is the only proper day for presentment and demand in order to charge indorsers, 478.

Where the maker of a negotiable note is dead, note should be presented at maturity to his administrator, 499.

Have receivers' certificates all the attributes of, Query, 359, answer, 399.

NOLLE PROSEQUI.

[See CRIMINAL LAW AND PROCEDURE.]

NOTARY.

Meaning of "mailed" in notary's certificate. 285.

NOTICE.

[See also MUNICIPAL BONDS; NEGOTIABLE AND ASSIGNABLE PAPER.]

Purchaser who examined a house and lot before making the purchase, and who found an alley way open and in use, presumed to have notice of the reservation of the use of the alley way in the conveyance to his vendor. Burton v. Shotwell, 31.

NUISANCE.

Person renting house to be used as a bawdy house or allowing it to be so used, liable for damages caused to adjoining owners by depreciation of property. Givens v. Van Studdiford, 6.

Failure of railroad companies to give signals at crossings an indictable, L. & N. R. R. Co. v. Com., 86.

English act authorizing a railway company to construct and work their line does not authorize them to commit acts which would, in the case of a private individual, constitute a nuisance, 95.

Construction of Massachusetts statute as to bawdy houses, 115; of Missouri statute, 317.

One, who by an artificial erection on his own land, causes water, even though only arising from natural rain-fall, to pass into his neighbor's land, is liable to an action at the suit of the person so injured. Hurdman v. N. E. R. R., 367.

OBSCENE PUBLICATIONS.

In prosecution for, words constituting the offense must be set out in the indictment; the Bradlaugh case, 202.

The postal law as to obscene publications construed, 300; comments on, 339.

OBSTRUCTING ROADS.

On indictment for, defendant cannot plead that the public had abandoned the easement by non-user, unless such non-user had continued for twenty years, 96.

OFFER.

An offer to sell by a written proposition may be withdrawn at any time before it is fully accepted by all those to whom it is made, 31.

Erasure by one of several acceptors of his name without consent of others does not affect the contract, 31.

OFFICES AND OFFICERS.

County auditor's fees in Indiana, 117.

Liability of sheriff for neglect in selling land at judicial sale, 115.

The law as to peculation by public officers and their subordinates, 180.

The conclusiveness of official returns, 201, 278.

Contradicting sheriff's return can only be done in direct proceeding against sheriff, 216.

Action against sheriff for negligence in permitting alteration of process, 217.

Domestic judgments; impeachment of service of summons and officer's return. Mastin v. Duncan, 328.

Actions against officers of election, 340.

Responsibility of clerk of court for approval of stay bond, 375.

Fees of clerks of court in Missouri under constitution of 1865, 397.

County in Iowa not liable under sec. 536 of Code for service of city marshal, 415.

Duty of Master in Chancery in reporting evidence to court, 435.

Annual reports of the coroner of the city of Chicago, 440.

OFFICIAL BONDS.

Construction of constable's bond, 18.

Action on official bond of coal oil inspector for damages caused by explosion of coal oil lamp, 57.

Action on collector's bond against himself and sureties; *quietus;* settlements between county court and collector not judgments, 177.

OFFICIAL BONDS—Continued.

If a sheriff levies an execution during his first term of office, and sells or collects the money during his second term, the liability is upon his first bond; rule different in case of master in chancery. McLain v. People, 227.

OPTION CONTRACTS.

[See CONTRACTS.]

PARDONS.,

Under Ohio act (S. & C. 850), the commutation of the punishment of a lunatic convict is valid, and takes effect regardless of the convict's rejection of it when restored to reason, 78.

Construction of the words "for the time being," in said act. Ibid.

Executive may annex to a pardon any condition, precedent or subsequent, provided it be not illegal, immoral or impossible of performance. Arthur v. Craig, 424.

Where a pardon contained a condition that the governor might revoke it, under certain circumstances, upon such showing as might be satisfactory to him, and was accepted by the prisoner on such terms: *Held*, that the latter had no right to a judicial determination of the question of forfeiture in the face of this condition. Ibid.

PARENT AND CHILD.

[See INFANCY.]

PARTIES.

[See PLEADING AND PRACTICE.]

PARTITION.

Vendee of one-fourth interest in tract of land may partition with owners, notwithstanding vendor retained a lien for the purchase money on such one-fourth interest, 77.

Proceedings in partition against minor defendants not served with process are void, and could not be cured by proceedings under act of Nov. 21, 1857 (Mo.), 499.

PARTNERSHIP.

Power of partner over real estate of firm, 18.

Limitation to rule that no action can be maintained by one partner against the other for any cause growing out of the partnership relation, or which requires an accounting to ascertain the respective rights and liabilities of the parties, 42.

Authority of partner to bind the firm for an individual debt, 56.

Effect of dissolution of partnership on contract for exclusive sale by firm of certain articles for a term of years, 97.

Note signed in individual names of partners held a firm liability. *Re* Thomas & Sivyer, 151.

Division of profits held not to constitute, 155.

Dissolution of; rights of parties, 293.

Landlord agreeing with B that latter should farm his land and each should defray half the expenses and have half the profits, does not constitute a, 316.

Partner cannot apply claim of firm to payment of individual debt, even to retain for firm debtor's custom, 318.

Where parties have agreed to refer disputes to foreign tribunal, court will prevent suit when, 355.

Authority of one partner to bind firm, 361.

Effect of release of one partner upon right of action against the other, 374.

Children succeeding to interest of deceased partner; acceptance, 396.

Specific performance of partnership contract refused after death of partner, 397.

Debt to partnership; payment of partners individual debt, 415.

Right of one partner to share in the profits made by another partner in another business carried on in contravention of the partnership articles is confined to three cases, viz.: where the profits have arisen (1) by use of the partnership property; (2) from a business in rivalry with the partnership; (3) in a transaction carried on by taking an unfair advantage of his connection with the partnership. Dean v. McDowell, 469.

Without this the partners are in the simple position of covenantor and covenantee, and the only remedy is by injunction or dissolution, or, after the termination of the partnership, by action of damages. *Dicta*, in Story and other text books overruled. Ibid.

PATENT LAW.

Motion to vacate decree in patent case for collusion; rights of third parties. Cochrane v. Deener, 26.

Specification of a patent for an improvement of a machine which consists of various subordinate combinations, must distinctly show for what particular part of the whole combination the patent is granted, 96.

PATENT LAW—Continued.

Licensee of patent estopped from denying licensors title, its novelty or utility and the sufficiency of the specification, 96.

But he may show that articles manufactured by him were not covered by the patent, 96.

Pennsylvania statute requiring notes given for a patent right to show on their face that they were so given, constitutional, 241.

The distinction between invention and mechanical skill; article by O. F. Bump, Esq., 323.

Notes given for patent rights and state legislation affecting them; article by Wm. Ritchie, Esq., 373.

PERJURY.

Requisites of indictment for, committed before grand jury, 16.

"Material matter," in Mo. criminal code, 16.

In trial for, evidence that the prisoner was grossly intoxicated at the time, admissible, 78.

PETITION.

[See PLEADING AND PRACTICE.]

PHYSICIAN.

May be called on to testify as an expert without being paid for his testimony as for a professional opinion; refusal to testify a contempt, 11.

Ruling of the Indiana court to the contrary effect. Buchman v. State, 231.

Degree of skill and care required of physicians and surgeons, 439.

PLEADING AND PRACTICE.

[See also APPEALS AND APPELLATE PROCEDURE; CRIMINAL LAW AND PROCEDURE.]

Amendments.

Power of courts to order entres *nunc pro tunc*, 38.

Court at subsequent term may correct record by incorporating into it *nunc pro tunc* a special finding of the facts upon which the judgment was rendered, 76.

Of pleadings on trial, 118.

After partial recovery, by adding defendants, not allowable, 294,

Conduct of Trial.

Where evidence has been erroneously received, court may direct jury to disregard it, 17.

Answer of judge to question from juror not error, because not reduced to writing as an instruction, 18.

In trial of action for assault and battery where defendant justifies on the ground of self-defense, plaintiff has right to begin and reply, 39.

In action for personal injury, where the extent of the injury is in dispute, the defendant is entitled on motion at the trial to an order of court for the physical examination of plaintiff by physicians. Schroeder v. Ch. R. I. & Pac. R. R., 47.

Duty of juror to obey directions of judge in returning verdict, 276.

Court may admit evidence of attempt to tamper with witness before it is shown that prisoner was connected with it, 293.

Counsel in argument traveling outside of case, and asserting to be facts what are not in evidence may be punished personally, or verdict set aside, 296.

Continuance.

Of cause, a matter of judicial discretion, 118.

Costs.

Right to have witness fees taxed where evidence of parties had been previously taken by depositions, 82.

Taxation of witness fees in federal courts where subpœna not served by marshal, 83.

Judgment in favor of party for costs, as much his property and under his control as judgment for debt sued on, 336.

After offer to confess judgment, 376.

Declaration—Petition.

Requisite of petition in suit on promissory note by party other than payee, under Ohio code, 58.

Sum necessary to give jurisdiction must be ascertained from petition, 115.

Petition avering that two were administrators and that letters of one had been revoked and plaintiff appointed in his place bad, 115.

In action on account, it must be set out in petition, 396.

In action for relief on ground of fraud, circumstances under which fraud was discovered need not be alleged, (Kas.), 437.

Defenses.

Non-residence of parties when cause of action accrued and suit was brought, not a good plea in abatement to suit on promissory note by endorsee against endorser. Givens v. Merchants' National Bank, 65.

PLEADING AND PRACTICE—Continued.

In action on appeal bond, where affidavit of claim is filed, defendant must file affidavit of merits, 116.

Joint defendants; default by some and pleas by others; judgment against part, 136.

In suit on promissory note general denial puts ownership of note in issue, 155.

Plea of general issue waives question of jurisdiction, 347.

Where complaint shows cause of action due, that it is not so may be shown by plea in abatement, 398.

Requisites of affidavit of defense, 434.

Demurrer.

When plea of general issue is filed, demurrer to subsequent plea can not be carried back to the declaration, 117.

Whether, where it appears from the complaint that the statute of limitations has run upon the cause of action, the defendant can avail himself of the statute by demurring to the complaint for insufficiency of the facts, discussed, 297.

Depositions.

The act of congress of June, 1872 (Rev. Stat, §514), does not apply to the manner of taking depositions to be used in the federal courts. Sage v. Tauszky, 7.

Equity.

Equity has no power to interfere with the rights of parties, *in invitum* by an order directing the consolidation of independent suits. Knight Bros. v. Ogden Bros., 27.

Persons claiming title adversely to mortgagor not proper parties to foreclosure suit, 354.

All persons beneficially interested, either in the estate mortgaged, or the demand secured, are proper parties, Ibid.

Administrator not proper party to bill to set aside voluntary conveyance of intestate, 375.

Jury.

Where a jury of twelve men was selected and summoned for the trial of a cause before a justice of the peace, under the act of March 50, 1875, (72 Ohio Laws, 159), and before the day set for trial this act was repealed by another (73 Ohio Laws, 14), which provided for a jury of six men for such trials: *Held*, that the act in force at the time of the trial governed, 118.

Objections as to competency of jurors may be waived, how, 136.

Fact that person has expressed opinion no objection to his sitting as a juror where opinion was founded on mere rumor, 136.

That juror drank intoxicating liquors during trial not ground for new trial, 255.

Case altered if liquor furnished by attorney to influence juror. Ibid.

Party not entitled to jury on application for judgment for delinquent taxes, 277.

That party has subscribed funds for suppressing crime, does not disqualify him for grand juror, 277.

A juror was challenged for cause, and the objection overruled by the court. He was then challenged peremptorily, and the jury accepted without the defendant having exhausted his peremptory challenge. *Held*, no error. Small v. C. R. I. & Pac. R. R., 310.

Party not entitled to, where only issue is as to costs, 397.

Resident and tax-payer incompetent, where city is sued for $10,000 damages, 448.

That juror sat on a former trial a ground for challenge, 438.

Mode of empanneling (Kas.), 437.

Miscellaneous Rulings.

Indiana statute (2 R. S. 1876, 277), that in any action on contract, against two or more defendants, "the surety may, upon a written complaint to the court, cause the question of suretyship to be tried and determined, upon the issue made by the parties, at the trial of the cause, or at any time before or after the trial, or at a subsequent term, construed," 117.

Requisites of petition for change of venue in Illinois, 117.

Refusal of court to discharge on ground of mistake of fact an order entered by consent, 114.

The computation of time, 141.

Default taken through absence of counsel; error, 196.

On application to stay execution verified petition not necessary, 337.

Venue in action for damages for causing death (Ohio), 436.

Use of initials instead of full name, 478.

Parties.

Where A executes notes to B in payment of real estate, and afterwards sells such real estate to C. who assumes and agrees to pay said notes, B can maintain a suit against C for the payment of the notes, 38.

PLEADING AND PRACTICE—Continued.

Petition of widow for assignment of dower against purchaser of part of estate, and heirs of deceased, 57.

Security for costs will not obviate necessity of next friend in suit by infant, 358.

Process.

No waiver of fraud in procuring service of process, by filing petition for removal to federal court. Moynahan v. Wilson, 29.

When a defendant is brought within jurisdiction of the court by a trick, service of process will be set aside, 29.

Exemption from civil process or arrest of witness before legislative committee, 58.

Service of process by publication under Oregon statute, 142.

Service of process upon sick person, 176.

Evidence of service of, 296.

Service of, by mail, (Wis.) 318.

Reference.

In Wisconsin must be by order of court, 18.

Oral consent to, must be entered on court minutes, 18.

Referee must make final report on whole case, 175.

That case was begun before justice of the peace no ground for refusing, 434.

Set-off and Counterclaim.

Right of set-off in an action is governed by the law of the place where the action is brought, 39.

Set-off by principal in suit against principal and surety. Himrod v. Baugh, 87.

Requisites of set-off under Indiana code, 175.

A sued B and C for a balance of account due A; at the same time A, together with his partner D, owed defendants on another account; they pleaded this account due by A and D as a set-off to the account due by B and C to A. *Held*, that the set-off was well pleaded, 293.

Effect of judgment upon counterclaim, 397.

In a suit by an administrator or executor in a justice court, can a debt existing against his testator or intestate belonging to defendant at the time of his death be set-off by the defendant and judgment rendered in his favor for the excess? Query, 279; Answer, 299, 319.

Supplementary Proceedings.

Written answer of bank verified by oath of president not competent, in a proceeding supplementary to execution, to show that bank had funds of the defendant on deposit, 97.

United States Courts.

The act of Congress of June, 1872, (Rev. Stat. 914) requiring the practice in the U. S. Courts to conform to that in the State Courts does not apply to the manner of taking depositions to be used in the federal courts. Sage v. Tauszkey, 7.

Sec. 914 of the Revised Statutes, adopting the practice, pleadings, and forms and modes of proceeding, applies to such as are established by the statutes of the several states, and does not include modes of procedure established by judicial construction of common law remedies. Sanford v. Town of Portsmouth, 147.

Decisions of the supreme court of a state that mandamus is the only proper remedy upon municipal bonds, are not binding upon the federal courts, Ibid.

Whether sec. 914 extends to the practice prescribed by rules of the state court of general application, *quære*. Ibid.

Extent of judgment in the districts of the, 261.

Resolution of a foreign corporation, filed pursuant to a state statute, authorizing its agent "to acknowledge service of process," &c., amounts to an agreement for a constructive presence within such state; and a federal court may obtain jurisdiction over such corporation by service upon its agent. Fonda v. British Am. Ass. Co., 305; another case, 442.

The lien of judgments of federal courts, 401.

Validity of judgments of federal, in state, courts, 414.

PLEDGE.

Possession, actual or constructive, by the pledgee requisite to a valid, 18.

POST-OFFICE LAWS.

Construction of the, as to prohibited literature and advertisements, 461, 300, 339.

PRESUMPTION.

[See EVIDENCE.]

PRINCIPAL AND AGENT.

[See AGENCY.]

PRIVATE INTERNATIONAL LAW.

Right of set-off in action is governed by the law of the place where the action is brought, 39.

PRIVATE INTERNATIONAL LAW—Continued.

Rule that a contract shall be judged by the law of the place in which it is made is not applicable to real estate, which can be conveyed only according to the law of the place in which it is situated. North West. Mut. Life Ins. Co. v. Overholt, 188.

In an administration by the court of the assets of a testator who had a foreign domicil at the time of his death, although the property will be distributed according to the law of the place of domicil, the payment of interest will be governed by the practice of the court here, 275.

In suit on promissory note, contract governed by law of place where payable, 434.

Conflict of laws; rights and remedies, how governed, 440.

Extra territorial force of statutes. State v. Bunce, with note, 465.

Appointment of receiver in another state recognised as against attaching creditor who is citizen of the same state, 476.

Would the courts of Indiana give an assignee of a debt a right to collect said debt where the debt arose between citizens of a sister state, and where as between said citizens the debt could not be collected by the remedy sought to be enforced in the home court? Query, 179; answers, 238, 258.

PRIVILEGED COMMUNICATIONS.

[See EVIDENCE.]

PROBATE COURTS.

[See JURISDICTION.]

PROCESS.

[See PLEADING AND PRACTICE.]

PROFESSIONAL ETHICS.

Memorial of the judges of the superior court of Philadelphia asking to be relieved from the duty imposed upon them by law, of making appointments to various city offices, 61.

Should a relative of a judge be debarred from practicing in his court? 140.

The disbarment of Mr. F. J. Bowman, 220.

When should a change of venue be asked on ground of judge's bias? Query, 319; answer, 319.

PROMISSORY NOTES.

[See NEGOTIABLE AND ASSIGNABLE PAPER.]

PROTEST.

[See NEGOTIABLE AND ASSIGNABLE PAPER.]

PUBLICATION.

Where 30 days advertisement of foreclosure is required by trust deed, sale good if more than 30 days elapsed between first and last publication, 415.

PUBLIC POLICY.

[See CONTRACTS.]

QUERIES AND ANSWERS.

What redress has one who has been convicted and served his sentence under a statute afterward declared unconstitutional? Query, 159; answers, 159, 220, 259, 279.

Would the courts of Indiana give an assignee of a debt a right to collect said debt, where the debt arose between citizens of a sister state, and where as between said citizens the debt could not be collected by the remedy sought to be enforced in the home court? Query, 179; answers, 238, 258.

Entry on land; when is a patent said to be issued? Query, 238; answers, 279, 299, 338.

Who has priority—the assignee of a judgment or the holder of a prior unrecorded deed or mortgage? Query, 238; answer, 279.

In a suit by an administrator or executor in a justice court, can a debt existing against his intestate or testator, and belonging to the defendant at the time of his death, be set-off by the defendant and judgment rendered in his favor for the excess. Query, 279; answers, 299, 319.

Wanted, a well-considered case, holding that the assignee of a chose in action can only recover what he paid. Query, 278; answers, 319, 338.

Patent for land issued after death of party to heirs, what sort of a title has a purchaser at an administrator's sale? Query, 298; answers, 339, 399.

When should a change of venue be asked on account of alleged bias of judge? Query, 319; answer, 319.

Have receivers' certificates all the attributes of negotiable paper? Query, 359; answer, 399.

Does the Illinois statute in regard to exemptions, in force July 1, 1877, repeal sec. 14 of the garnishment act? Query, 439; answer, 479.

QUO WARRANTO.

Not allowed for breach of municipal agreement, 176.

Information in the nature of, is the proper remedy where a company or corporation exercises a franchise not granted, 491.

RAILROADS.

[See also CARRIERS; CONSTITUTIONAL LAW; DAMAGES; NEGLIGENCE; TRESPASS.]

Wrongful ejection from car; punitory damages against company, 21.

The Liability of Railroad Companies in Missouri for Killing Stock. Articles by Hon. H. S. Kelly, 23, 43.

Not bound to receive person as passenger who is drunk to such a degree as to be disgusting and offensive, 38.

But slight intoxication is not sufficient ground for refusing one a passage in a public car. Ibid.

Transporting animals, excused from liability for loss of such animals only as is caused by the inherent tendencies or qualities of the animals, 56.

Failure to give signals at crossings an indictable nuisance. L. & N. R. R. Co. v. Com., 86.

Action will not lie against railroad for cost of building fence, where former owner of land had agreed to keep it up, 118.

Erection of telegraph line on right of way of railroad, 157.

The law of the smoking-car, 160.

Use of thoroughfare for railroad track; right of adjoining owner to damages, 176.

Contract between railroad and ferry company construed, 215.

Liability of, for passengers baggage, 222.

Taking luggage from car and depositing it on platform does not constitute delivery to passenger, 275.

Duty of conductor to eject drunken and unruly passenger from train; expulsion not proximate cause of death if he be afterwards run over by another train, 277.

Power of railroad to make contract for transportation over connecting line. O. & M. R. R. v. McCarty, 287.

Liability of railroad to passenger in Pullman car, 321.

Construction of Pennsylvania statute as to right of colored persons on railroads, 381.

Engines, cars and rolling stock of a railroad are chattels, 381.

Railroad ticket with words "Portland to Boston" does not entitle holder to passage from Boston to Portland, 382.

Powers of conductors of trains to make agreements with passengers varying printed notice of company. O. & M. R. R. v. Hatton, 389.

Liable to garnishment (Ohio), 436.

The by-laws of railroad companies, 480.

RAPE.

A curious case in North Carolina, 100.

Party may be acquitted of rape and convicted of assault and battery, 155.

Conviction may be had for assault and battery though woman consent, when, 155.

Solicitations without violence do not constitute, 475.

RECEIVER.

Appointment by one court in no way affects the ordinary jurisdiction of other tribunals, 59.

Foreign Receivers. Article by G. F. Henry, Esq., 123,

A citizen of the state of Massachusetts, appointed a receiver of an Ohio corporation by the United States Circuit Court in the latter state, may maintain an action in said court for the recovery of assets of such corporation wrongfully withheld, 195.

Can not be sued without leave of appointing court, 201.

Have receivers certificates all the attributes of negotiable instruments? Query 359; answer, 399.

RECORDS.

[See JUDGMENTS AND DECREES.]

REDEMPTION.

Taking assignment of certificate of sale of land by sheriff not redemption of property under Illinois statute, 254.

REFERENCE,

[See ARBITRATION AND AWARD; PLEADING AND PRACTICE.]

REFORMATION.

Of deed; mistake must be mutual, 117.

REGISTRATION LAWS.

Record in one county of deed covering lands in two, 155.

Registers signature on record of deed, 155.

REGISTRATION LAWS—Continued.

Effect of recording unauthorized instrument; constructive notice, 296.

Meaning of "filed" in Minnesota statute, 475.

Who has priority under the,—the assignee of a judgment, or the holder of a prior unrecorded deed. Query, 238; answer, 279.

RELATIONSHIP.

Where the first wife of the plaintiff was a sister of the father of the justice before whom the case was tried, but was dead when the action was brought: *Held*, that the justice was not related to the plaintiff either by blood or marriage. 38.

By affinity ceases with the dissolution of the marriage which created it 38.

RELEVANCY.

[See EVIDENCE.]

RELIGIOUS CORPORATION.

[See TRUSTS AND TRUSTEES.]

REMOVAL OF CAUSES.

Filing in a state court a petition for removal is no waiver of fraud in procuring service of process. Moynahan v. Wilson, 28.

Where property was fraudulently decoyed within the jurisdiction of a state court, and seized upon a writ of replevin, and defendant at once removed the case to the federal court, and moved to set aside service of the writ: *Held*, that the motion was not too late, 28.

Petition under act of 1789 must expressly state that the parties were citizens of the respective states at the time the suit was commenced, 76.

State court not bound to surrender its jurisdiction, unless petition on its face shows the right of the petitioner to transfer it, 76.

Under act of 1867, the petition for removal must state the personal citizenship of the parties, and not their official citizenship, 76.

Removal of causes under the civil rights law; the Louisiana Returning Board Case, 121.

After improper overruling of motion in state court, party is not prejudiced by remaining in that court, 376.

Right to removal may be waived, how, 398.

Where D, a citizen of California, filed a bill to foreclose a mortgage against M, the mortgagor, also a citizen of California, and F, a subsequent incumbrancer and a citizen of New York, there can be no final determination of the controversy between D & F without the presence of M, and the suit is not removable by F to the Circuit Court of the United States under sec. 639, Rev. Stats., 457.

Neither in such case, where the only controversy is as to the mortgage, is there "a controversy which is *wholly* between citizens of different states," or "which can be *fully* determined as between them," within the meaning of sec. 2 of the Act of March 3, 1875, (18 Stat. 470), Ibid.

REPLEVIN.

Married woman may maintain, for property purchased by her from her husband, 17.

Constable levying under an execution against A, upon property of B; latter may bring replevin without demand, when, 17.

After delivery of goods to consignee, lien is lost and carrier can not maintain replevin, although conditions precedent to delivery had not been complied with, 113.

Can not be maintained against administrator, as such, 136.

Claimant in replevin need not be absolute owner, 236.

Will not lie on ground of illegality of consideration, where defendant has taken possession of property according to terms of mortgage, 435.

RES ADJUDICATA.

Principle of, embraces not only what was actually decided, but every other matter which the parties might have litigated in the case, 78.

Where, in an action to cancel a note for fraud, judgment was given in favor of its validity, defendant can not, in subsequent action on note, set up that it was executed through mistake, 255.

If all the parties in being, having an interest in the subject-matter of the bill, are made parties, a decree construing a will, will be binding upon after born children who may be entitled as remaindermen; and powers exercised under such construction by the executor, in good faith, will be upheld, 478.

RESISTING OFFICER.

Where a building was occupied in separate tenements by A and B, officer having warrant for B not justified in entering, through mistake, the tenement of A, and latter may lawfully resist his entry with reasonable force, 59.

RES GESTAE.

[See CRIMINAL EVIDENCE.]

REVENUE LAWS.

Forfeiture of unstamped spirits under, 94.

Commissions of collector under act of July 20, 1868, 113.

Right of officer to examine bank checks, 113.

Neglect of distiller to keep books, 113.

RIPARIAN RIGHTS.

Title to land abutting on tide-water, 59.

Meaning of "shore," 59.

Rights of riparian owners on lakes, 78.

SAFE DEPOSIT COMPANY.

[See NEGLIGENCE.]

SALES.

Implied warranty on sales of chattels; article by W. Connor, Jr., 53.

SCHOOLS AND SCHOOL LAW.

Contract between school directors and teacher; dismissal of latter for alleged incompetency, 35.

What is incompetency within the meaning of the school law, 35.

Powers of school committee in Massachusetts, 115.

Right of trustees of public schools to prescribe obligatory studies, 281.

SEDUCTION.

Condonation as to wife is not condonation as to defendant in action for seduction of plaintiff's wife, 378.

SELF-DEFENSE.

[See HOMICIDE.]

SET-OFF AND COUNTERCLAIM.

[See PLEADING AND PRACTICE.]

SHERIFF.

[See EXECUTIONS; OFFICES AND OFFICERS.]

SLANDER AND LIBEL.

Privileged communication; notice; burden of proof, 114.

In criminal prosecution for libel, the truth of the matter charged as libelous not a defense unless it was published for justifiable ends, 139.

Rule otherwise in civil actions. Ibid.

In action for slander, for charging plaintiff with having burned his property to defraud insurers, proof of actual insurance not material, 176.

Repetition of charges; opinion of officer; evidence of public rumors, 176.

No justification to action for libel in publishing of plaintiff that he was a "felon editor,' that he had been convicted of a felony; distinction between the use of the words "convicted felon" and "felon editor," 181.

In libel, where the defendant pleads the general issue and does not justify, evidence tending to prove the truth of the charge or of circumstances which, in the popular mind, tend to cast suspicion upon the plaintiff is inadmissible: exception to this rule. Storey v. Early, 205.

Distinction between publication of slanderous matter in a newspaper as a matter of news, and upon the personal truthfulness and responsibility of the defendant. Ibid.

Publication of *ex parte* proceedings before a magistrate, privileged. Usif v. Hales, 245.

Words "swindler and rogue" not actionable *per se*, 293.

Indictment for libel which sets out libel preceded by words "as follows," good, 295.

SPECIFIC PERFORMANCE.

Of contract for sale of land; party asking for must show that he is not in default himself, 1.

Dependant contracts; when enforced and when not enforcible. Burton v. Shotwell, 31.

Action for specific performance against heirs of vendor and grantee not action for relief on the ground of fraud within Ohio Code, 39.

May be granted with abatement, where too large a quantity of land was included in contract though by mistake, 114.

Proper remedy when party has failed to convey the number of acres required by the contract, 375.

SPRING GUNS.

[See ASSAULT.]

STATUTE OF FRAUDS.

A promise by A to B to pay C a debt which B owes C not within the, 136.

Agreement not signed by party to be charged, 214.

STATUTE OF FRAUDS—Continued.

Action will lie to recover back money paid on agreement invalid under statute, and which other party refuses to perform, 238.

Agreement for lease signed by parties, but expressed to be "subject to the preparation and approval of a formal contract," not binding within the, 235.

Agreement for lease contained in offer, but not naming lessor, held not within the, 235.

Letter containing offer must be delivered, to come within statute, 396.

Though contract void for not being within statute, yet if party have partly performed action will lie upon implied promise to pay, 398.

Contract to answer for debt, etc., of another, must be in writing and founded on good consideration; illustration, 416.

Agreement of one as to payment of mortgage within the, 418.

STATUTE OF LIMITATIONS.

[See LIMITATION.]

STATUTES.

Where a statute creates a new right, and prescribes a remedy for its enjoyment, the statute remedy must be pursued, 77.

Statute authorizing turnpike company to collect its tolls at its gates by stopping persons from passing through until they have paid them, must be strictly followed, and the company cannot recover such toll by suit unless an agreement is proved, 77.

The English statutes in force and abolished in this country collected, and the decisions thereunder referred to in a learned note to the case of De Camp v. Dobbins, 449.

Extra-territorial force of, State v. Bunce, 465.

Where a statute creates a new offense and prescribes a specific remedy, latter must be strictly followed, 156.

Right of action under repealed statutes, 198, 335.

STOCK, KILLING, BY RAILROADS.

[See NEGLIGENCE; RAILROADS.]

STREET RAILROADS.

[See NEGLIGENCE.]

SUICIDE.

[See HOMICIDE; LIFE INSURANCE.]

SUNDAY.

Effect of Sunday laws in Massachusetts upon right to recover for injuries tortiously inflicted upon persons acting in violation of those laws, 402.

SUPPLEMENTARY PROCEEDINGS.

[See PLEADING AND PRACTICE.]

SURETIES.

On attachment bond not dissolved by discontinuance by plaintiff against one of the defendants in the original action, 39.

Extending time of payment will release sureties on promissory note, when, 253.

Delay in giving notice of non-payment will not discharge, if not injured, 253.

SWAMP LANDS.

[See LAND LAW.]

TAXATION.

Property in hands of assignee in bankruptcy liable to taxation under the state laws, 41.

Valuation of real estate for taxation under Kansas laws, 59.

Valid assessment made in compliance with the statute necessary to support a tax. Schettler v. City of Fort Howard, 68,

An assessment of property in a city on the basis of one-third of its real value instead of "at the full value which, could ordinarily be obtained therefor at private sale," etc, is invalid, and the collection of a tax based on such an assessment will be enjoined. Ibid.

Persons residing in Kansas not subject to taxation on business or interests beyond the territory and jurisdiction of the state, 119.

Lien of taxes upon realty at common law and under statute, 139.

Land separated from cemetery by highway and used for pasturage not exempt from, as "subservient to burial uses," under charter of company, 158.

Power of cities under the constitution of Illinois to contract indebtedness. Law v. People, 249.

City of Chicago has no power to levy tax for the expenses of entertaining official visitors. Ibid.

TAXATION—Continued,

Bill for special tax purposes; depreciation in value of party's property no defense, 357.

Liability of counties and districts in Arkansas for special assessments. Boro v. Phillips County, 409.

The shares or stock of a national bank were taxed at their full value, while other property was assessed at from thirty to forty per cent. of its real value. *Held*, that the discrimination was illegal and unjust, and that the bank was a proper party to maintain a bill to restrain its collection, 457.

TAX SALES.

Injunction to restrain issue of deed, lot having been sold for non-payment of illegal tax, 18.

Violation of statutory rule of assessmennt vitiates tax, and sale of land for non-payment of such tax will be restrained, 18.

Effect of non-compliance with statutory requirements, 157.

Agreement of supervisors at time of sale that if title fails they will secure purchaser, invalid, 297.

TELEGRAPH COMPANIES.

Cannot refuse to transmit message on the ground that it was sent in bad faith or for an immoral purpose, 17.

TENDER.

To discharge the lien of a mortgage must be a tender of the whole amount of the mortgage debt, not merely the amount due at the time of the tender, 478.

Refusal of tender must be absolute, 498.

TORT.

Joint tort feasor cannot recover on right of action purchased from injured party, 176.

Action for injury to crop by another's cattle an action of, 335.

TRADE MARKS.

Trade mark in name of place; similarity likely to deceive; injunction, 395.

Person who has been, by right of some monopoly, the sole manufacturer of a new article, and who has given a new name to the new article, cannot claim that the new name was to be attributed to his manufacture after competitors were at liberty to go on and make the same article, 395.

TRESPASS.

Railway company, without consent of owner or statutory authority, taking possession of land liable for; measure of damages; waiver, 19.

Jurisdiction of equity to issue injunction in aid of action of, 23.

Civil and criminal actions distinct in trespass and cannot be joined (Kansas), 40.

One cannot be held criminally for a trespass committed by his cow, under city ordinance making the destruction of shade trees a criminal offense, 78.

Adjoining owners; trespass by cattle; common line fence, 196.

Timber was cut from lands of B by trespassers, who, by their labor, converted it into cord wood and railroad ties, increasing its value three-fold. It was then sold to an innocent purchaser, who was sued by B for the value of the wood and ties. *Held*, that B could not recover the value of the timber as enhanced by the labor of the wrong-doers, after it was severed from the realty, 436.

TRIAL BY JURY.

[See PLEADING AND PRACTICE; CONSTITUTIONAL LAW.]

TROVER.

When maintainable between joint owners; destruction of property by one joint owner, 236.

TRUSTS AND TRUSTEES.

Grantee of land holding purchase money in his hands after it becomes due by agreement with the grantor to indemnify himself from loss by reason of incumbrance on the land, after removal of incumbrance holds money in trust for grantor, 39.

Party holding one of a series of notes secured by chattel mortgage who obtains possession of property mortgaged holds it in trust for the owners of the notes, 39.

Invalidity of passive trusts, 75.

Trustees of religious corporation, in absence of a declared trust, hold the property for the use of the society, and not for the benefit of particular doctrines or tenets of faith, 97.

Vice-President of corporation who has bought up claim against company can not recover full amount, 131.

Where one of two joint trustees suffers the other to become indebted to the trust estate, while it is becoming indebted to himself, he is not entitled to a several lien for his debt, 137.

TRUSTS AND TRUSTEES—Continued.

Purchase of certificates of a tax sale by a trustee will operate as a redemption of the land from the tax sale, 137.

Fiduciary relation; sale by directors to their own company; full and fair disclosure, 195.

Legal estate passes by trust deed, and defects in the execution cannot be shown in an action of ejectment. Wells v. Caywood, 268.

The Effect of the Statute of Limitations on Actions to Enforce Trusts. Editorial article, 283.

Resulting trusts in Pennsylvania must be enforced within twenty-one years, 292.

Husband obtaining money on faith of agreement to buy lands and taking title to himself, 297.

Where trustee in deed went into confederate lines, court had no power to substitute sheriff to make sale, 357.

Trustee cannot make profits from estate for himself, 398.

That money was deposited in bank to credit of "T. M. Trust" not conclusive evidence that it was held subject to a trust, 435.

When trustee liable for acts of co-trustee, 435.

Parol agreement that absolute deed shall stand only as security not void as creating a trust by parol. 435.

What will constitute a trust *ex maleficio*; purchase of land under parol agreement for one having an interest therein; denial of confidence thus created, 475.

Trust fund; application by depository to trustee's debt, 477.

TRUSTEES' SALES.

[See TRUSTS AND TRUSTEES.]

TURNPIKE COMPANY.

[See STATUTES.]

ULTRA VIRES.

The Doctrine of, Article by G. H. Wald, Esq., 2.

Purchase of promissory note by a national bank for purpose of speculation, is, 56.

Insurance company established to effect insurances on lives, but in deed of settlement allowed to effect insurances "against all and every kind of risk, special and general, etc.;" carrying on fire insurance business *held* not *ultra vires*, 114.

Doctrine of, when invoked for or against a corporation will not be allowed to prevail when it would defeat the ends of justice or work a legal wrong. O. & M. R. R. v. McCarthy, 287.

Life insurance companies; investments; defense of *ultra vires*, (Kas.) 336.

UNITED STATES COURTS.

[See PLEADING AND PRACTICE.]

USURY.

Recoupment of usurious interest under Indiana statute, 57.

Effect of usury under the national banking act. National Bank of Madison v. Davis, 106.

Equity will prevent payment of usurious interest, 335.

Under the laws of Iowa, contracts made by a loan association with its members are subject to the statutes against usury. Hawkeye Benefit Ass. v. Blackburn, 466.

VENDOR AND PURCHASER.

[See also DEEDS.]

Covenant in deed not to use any building erected on the land "otherwise than as and for a private residence only and not for any purpose of trade," held to be broken by use of building as a home for orphan daughters of missionaries, 62.

Deed containing covenant not to allow houses to be used for sale of liquors; assignee with notice bound, 63.

Covenant in deed against encumbrances construed, 276.

VENDORS LIEN.

Vendor of undivided fourth interest in land after vendee has made partition with the owners of the three-fourths, can only assert his lien on the one-fourth allotted to his vendee, 77.

Waiver of, 134.

Recission of mortgage; vendor's lien, 135.

Abandonment of, by taking mortgage, 378,

VENUE.

[See PLEADING AND PRACTICE.]

VERDICT.

[See PLEADING AND PRACTICE.]

WAGERS.

[See CONTRACTS.]

WAIVER.

Railway company occupying another's land without consent or authority, guilty of trespass; neglect of owner to restrain company by injunction, no waiver of his right to damages, 19.

Filing in state court petition for removal of cause to federal court, no waiver of fraud in procuring service of process. Moynahan v. Wilson, 28.

Knowledge of fact that note is past maturity and no presentment has been made, or notice given to endorser, necessary to make good waiver of such fact by promise of an endorser to pay the note; proof of direct knowledge not essential. Givens v. Merchants National Bank, 65.

Of vendor's lien, 134.

Of right to select property as exempt from execution. Wright v. Deyoe, 386.

Of delivery of prisoner at place named in offer of reward, 438.

By executory contract, of right to exemption, invalid, 439.

WAREHOUSEMEN.

Kentucky statute of March 6, 1869, "in relation to warehouses and warehouse receipts," still in force in that state. Cochran v. Rippy, 88.

Warehouseman must be in possession of the goods at the time he executes his receipt or voucher, 88.

Warehouse receipts are negotiable and transferable by endorsement in blank, 88.

Validity of receipts in hands of *bona fide* holder not affected by the fact that they were given in violation of the statute as to warehousemen, 88.

WAREHOUSE RECEIPTS.

[See WAREHOUSEMEN.]

WARRANTY.

Implied warranty on sales of chattels; article by W. Connor, Jr., 53.

Of vendor of negotiable school bonds that they are genuine, 138.

Distinction between warranties and representations; example, 196.

Effect of taking express warranty upon warranty implied by law, 417.

WATERS AND WATERCOURSES.

[See RIPARIAN RIGHTS.]

WHARF.

Grant of, under Massachusetts ordinance of 1647; what title passes, 137.

"WIDOWS AWARD."

[See DOWER.]

WIFE.

[See HUSBAND AND WIFE.]

WILLS.

A will written and signed in lead pencil is valid, 1.

Will explained by deed executed on same day, 38.

Devise to married woman who died before death of testator; husband not entitled to inherit (Ind.), 57.

Construction of devises to a man and his wife without further description, 139.

Degree of unsoundness of mind in a testator which will justify a court of equity in setting aside will, 139.

Bequest of fund to trustees "for the interests of religion and for the advancement of the kingdom of Christ in the world as follows"—naming certain religious societies—not void for uncertainty, 142.

A testator devised lands to trustees, or the survivor of them, and the heirs, executors and administrators and assigns of such survivor in trust, to hold for a site for a "Hospital for Foundlings," to be erected by an association to be incorporated by an act of Congress to be passed, such corporation to be approved by the trustees, their survivor or successors, and the land to be held until a corporation should be created by act of Congress, which should be approved by the trustees. *Held*, 1. That the validity of charitable endowments and the jurisdiction of courts of equity, never depended on the statute of 43d Eliz. chap. 4. 2. That the devise was not void for uncertainty. 3. That it was not void as creating a perpetuity. Ould v. The Washington Hospital for Foundlings, 191.

Conversion of realty into personalty, 194.

Undue influence and weakness of testator grounds for setting aside will, 256.

Devise to issue of such children as might be then dead leaving issue; issue dying in lifetime of parent, 355.

WILLS—Continued.
Construction of "in the last sickness" of deceased in Illinois statute as to nuncupative wills, 421.
"The residue of my estate I give and devise to the North Reformed Church of Newark, in trust, that they may use the same to promote the religious interests of said church, and to aid the missionary, educational and benevolent enterprises to which the said church is in the habit of contributing," etc., is a good charitable bequest. DeCamp v. Dobbins, 449.
A misnomer of the legatee will not defeat a gift. Ibid.
Third persons can not object to the capacity of a corporation to take such gift, on the ground that its property already equals the amount limited by the general law under which it is formed. The state alone can interfere. Ibid.
If the character of a gift can be definitely determined, and it appears that it is charitable in a legal sense, the use of terms which would, if unexplained, render the gift void, will not defeat the donor's purpose. Ibid.

WITNESSES.
[See EVIDENCE.]

WOMEN.
Some comments on the admission of, to the bar, and the duty of courts, 199.

WORDS AND PHRASES.
[See INTERPRETATION.]

WRITTEN INSTRUMENTS.
[As to how far written instruments are subject to parol explanation, see EVIDENCE.. As to construction of particular words in written instruments see INTERPRETATION]

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